



**Agenda  
City of Vernon  
Regular City Council Meeting  
Tuesday, October 18, 2022, 9:00 AM  
City Hall, Council Chamber  
4305 Santa Fe Avenue  
Vernon, California**

**Leticia Lopez, Mayor  
Crystal Larios, Mayor Pro Tem  
William Davis, Council Member  
Judith Merlo, Council Member  
Melissa Ybarra, 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 884-5610-5554#. You may address the Council via Zoom or submit comments to [PublicComment@cityofvernon.org](mailto: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. Human Resources**

[Employee Service Pin Awards for August and September 2022](#)

Recommendation:

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

**2. Health and Environmental Control Department**

[California Department of Toxic Substances Control Update on Exide Related Remediation](#)

Recommendation:

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

**CONSENT CALENDAR**

All matters listed on the Consent Calendar are to be approved with one motion. Items may be removed from the Consent Calendar for individual consideration. Removed items will be considered immediately following the Consent Calendar.

**3. City Clerk**

[Approval of Minutes](#)

Recommendation:

Approve the October 4, 2022 Regular City Council meeting minutes.

[1. 20221004 City Council Minutes](#)

**4. City Clerk**

[Claims Against the City](#)

Recommendation:

Receive and file claim submitted by Cynthia Duran in the amount of \$180.

[1. 20221004 Cynthia Duran](#)

**5. Finance/Treasury**

[City Payroll Warrant Register](#)

Recommendation:

Approve City Payroll Warrant Register No. 796, for the period of September 1 through September 30, 2022, totaling \$2,724,261.48 and consisting of ratification of direct deposits, checks and taxes totaling \$1,802,946.05 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$921,315.43 paid through operating bank account.

[1. City Payroll Account Warrant Register No. 796](#)

**6. Finance/Treasury**

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 96, for the period of September 18 through October 1, 2022, totaling \$14,302,269.08 and consisting of ratification of electronic payments totaling \$14,067,061.20 and ratification of the issuance of early checks totaling \$235,207.88.

[1. Operating Account Warrant Register No. 96](#)

**7. Fire Department**

[Fire Department Activity Report](#)

Recommendation:

Receive and file the August 2022 Fire Department Activity Report.

[1. Fire Department Activity Report - August 2022](#)

**8. Police Department**

[Police Department Activity Report](#)

Recommendation:

Receive and file the August 2022 Police Department Activity Report.

[1. Police Activity Report - August 2022](#)

**9. Police Department**

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

Recommendation:

Approve and authorize the City Administrator, Police Chief, and Police Sergeant to execute a grant agreement between the City of Vernon and the Office of Traffic Safety, in substantially the same form as submitted, for participation in the Selective Traffic Enforcement Program (STEP) for a one (1) year term, with an effective date of October 1, 2022.

[1. Office of Traffic Safety STEP Grant Agreement 2022-2023](#)

**10. Police Department**

[Office of Traffic Safety Traffic Records Improvement Project \(TRIP\) Grant Agreement](#)

Recommendation:

Approve and authorize the City Administrator, Police Chief, and Police Sergeant to execute a grant agreement between the City of Vernon and the Office of Traffic Safety, in substantially the same form as submitted, for participation in the Traffic Records Improvement Project (TRIP) for a one (1) year term, with an effective date of October 1, 2022.

[1. Office of Traffic Safety TRIP Grant Agreement 2022-2023](#)

**11. Public Works**

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

Recommendation:

- A. Find that the proposed action is categorically exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301 (Existing Facilities), part (c) (existing highways, streets, and sidewalks) because the project consists of the maintenance, repair, or minor alteration of existing streets and involves no expansion of an existing use;
- B. Accept the work of All American Asphalt as related to City Contract No. CS-1204; and
- C. Authorize the Director of Public Works to execute and submit the Notice of Completion for the project to the Los Angeles County Recorder's Office.

[1. Notice of Completion - CS-1204](#)

## **12. Health and Environmental Control Department**

### [Services Agreement with Ocean Blue Environmental Services, Inc. for On-Call Environmental Clean-Up Services](#)

Recommendation:

- A. Find that the proposed action is categorically exempt under the California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15308, because the action is being carried out by a regulatory agency to maintain, restore, or enhance the environment, where the regulatory process includes procedures to protect the environment; and
- B. Approve and authorize the City Administrator to execute a Professional Services Agreement with Ocean Blue Environmental Services, Inc., in substantially the same form as submitted, for on-call environmental clean-up services for an amount not-to-exceed \$300,000, for a three-year term.

#### [1. Services Agreement with Ocean Blue](#)

## **13. Public Works**

### [Award of City Contract No. CS-1456 Citywide Tree Wells](#)

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;
- B. Accept the bid proposal from FS Contractors, Inc. as the lowest responsive and responsible bidder for the Citywide Tree Wells project and reject all other bids;
- C. Approve and authorize the City Administrator to execute Contract No. CS-1456 in the amount of \$702,690 for the construction and installation of Citywide Street Tree Wells, for a period not to exceed 60 calendar days; and
- D. Authorize a contingency of \$8,040 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue change orders for an amount up to the contingency amount, if necessary.

#### [1. Contract Agreement No. CS-1456 Citywide Tree Wells](#)

## **14. Public Utilities**

### [Blanket Purchase Contract with Fujitsu Network Communications, Inc.](#)

Recommendation:

Approve the issuance of a blanket Purchase Contract with Fujitsu Network Communications, Inc. (Fujitsu), in an amount not-to-exceed \$40,000 for the repair of Fujitsu equipment related to the Fiber Optics System Internet Access Operations and any ancillary purchases needed for the remainder of Fiscal Year (FY) 2022-23.

## **15. Public Utilities**

### [Services Agreement with DC Consulting Services LLC](#)

Recommendation:

- A. Find that the proposed action is categorically exempt from the 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 equipment and involves negligible or no expansion of an existing use; and
- B. Approve and authorize the City Administrator to execute a Services Agreement with DC Consulting Services LLC, in substantially the same form as submitted, to provide gas turbine maintenance services, in an amount not to exceed \$259,950.

#### [1. Services Agreement with DC Consulting Services LLC](#)

## **16. Public Works**

### [Reject Bids Received for City Contract No. CS-1486 North Parking Security Fencing](#)

Recommendation:

Reject all bids for City Contract No. CS- 1486 to furnish and deliver security fencing to City Hall's parking structure, due to a lack of competitive bidders to compare bid prices since the total amount is significantly over the Engineer's estimate.

## **17. Public Utilities**

### [Purchase Order with Donaldson Company, Inc.](#)

Recommendation:

Approve the issuance of a Purchase Order with Donaldson, in an amount not-to-exceed \$104,872.80, for the purchase and delivery of combustion turbine air inlet filters needed at the Malburg Generating Station.

#### [1. Donaldson Company, Inc. - Quote](#)

## **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**

### **18. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Government Code Section 54956.9(d)(1)

Jerry Chavez v. City of Vernon

Los Angeles Superior Court Case No. BC719460

## **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 the applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours and Special meeting agendas may be amended up to 24 hours prior to the meeting.

Dated: October 13, 2022.

By: \_\_\_\_\_/lp/\_\_\_\_\_  
Lisa Pope, City Clerk

## Guide to City Council Proceedings

**Meetings** of the City Council are held the first and third Tuesday of each month at 9:00 a.m. and are conducted in accordance with Rosenberg's Rules of Order (Vernon Municipal Code Section 2.04.020).

**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](http://www.cityofvernon.org) or copies may be purchased for \$0.10 per page.

**Disability-related services** are available to enable persons with a disability to participate in this meeting, consistent with the Americans with Disabilities Act (ADA). In compliance with ADA, if you need special assistance, please contact the City Clerk department at CityClerk@ci.vernon.ca.us 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: Veronica Avendano  
Submitting Department: Human Resources  
Meeting Date: October 18, 2022

### **SUBJECT**

Employee Service Pin Awards for August and September 2022

### **Recommendation:**

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

### **Background:**

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

#### **TWENTY FIVE YEARS OF SERVICE**

Robert C. Sousa, Police Chief, Hired August 1997

#### **FIFTEEN YEARS OF SERVICE**

Christina Rivera, Utilities Customer Service Representative, Hired September 2007

Daniel Lopez, Gas Systems Specialist, Hired September 2007

Juan F. Lozano, Gas Systems Specialist, Lead, Hired September 2007

### **Fiscal Impact:**

There is no fiscal impact associated with this report.

### **Attachments:**

None.

## **City Council Agenda Item Report**

Submitted by: Fredrick Agyin

Submitting Department: Health and Environmental Control Department

Meeting Date: October 18, 2022

### **SUBJECT**

California Department of Toxic Substances Control Update on Exide Related Remediation

### **Recommendation:**

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

### **Background:**

The former Exide battery recycling facility (former Exide facility) operated for more than 100 years resulting in the contamination of the site and surrounding areas with lead and dangerous chemicals. Closure implementation of the facility began in November 2017 and is ongoing. Remediation of the lead contamination at the former facility and within neighboring impacted cities started in 2018 and also is still in progress. Since then, City Council has received periodic updates on the closure and remediation activities.

On October 18, 2022, Staff from the California Department of Toxic Substances Control will provide an update on the ongoing remediation efforts at the former Exide facility.

### **Fiscal Impact:**

There is no fiscal impact associated with this report.

### **Attachments:**

None.

## City Council Agenda Item Report

Submitted by: Sandra Dolson  
Submitting Department: City Clerk  
Meeting Date: October 18, 2022

### **SUBJECT**

Approval of Minutes

### **Recommendation:**

Approve the October 4, 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. [20221004 City Council Minutes](#)

**MINUTES  
VERNON CITY COUNCIL  
REGULAR MEETING  
TUESDAY, OCTOBER 4, 2022  
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

**CALL TO ORDER**

Mayor Lopez called the meeting to order at 9:01 a.m.

**FLAG SALUTE**

Mayor Lopez led the Flag Salute.

**ROLL CALL**

**PRESENT:**

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

**ABSENT:**

William Davis, Council Member

**STAFF PRESENT:**

Carlos Fandino, City Administrator  
Zaynah Moussa, 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  
Dan Wall, Public Works Director  
Todd Dusenberry, Acting Public Utilities General Manager

**APPROVAL OF THE AGENDA**

**MOTION**

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

**PUBLIC COMMENT**

None.

## **PRESENTATIONS**

### **1. City Administrator Report**

Recommendation:

Receive presentation on:

- New Business Welcome
- Vernon Police Department Leadership Development
- City Beautification Efforts
- Los Angeles County Fire Contract Savings
- Los Angeles Economic Development Corporation (LAEDC) 2022 Most Business-Friendly City Award
- Community Engagement

City Administrator Fandino presented the staff report.

### **2. Indigenous Peoples' Day Proclamation**

Recommendation: Acknowledge and proclaim October 10, 2022 as Indigenous Peoples' Day in the City of Vernon.

City Clerk Pope read the proclamation.

### **3. Commemorative Check Presentation**

Recommendation: Present a commemorative check to Huntington Park High School's football program.

City Administrator Fandino presented the commemorative check.

## **CONSENT CALENDAR**

### **MOTION**

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

The Consent Calendar consisted of the following items:

### **4. Approval of Minutes**

Recommendation: Approve the September 20, 2022 Regular City Council meeting minutes.

### **5. 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.

**6. Operating Account Warrant Register**

Recommendation: Approve Operating Account Warrant Register No. 95, for the period of September 4 through September 17, 2022, totaling \$6,594,281.13 and consisting of ratification of electronic payments totaling \$6,018,120.95 and ratification of the issuance of early checks totaling \$576,160.18.

**7. Electronic Communications Retention Policy**

Recommendation: A. Adopt Administrative Manual Policy 5.3 - Information Technology - Electronic Communications Retention Policy; and B. Authorize the City Administrator to execute and distribute the Policy to all City employees, Council Members, advisory board members, contractors, interns and volunteers.

**8. Public Works Department Monthly Report**

Recommendation: Receive and file the August 2022 Building Report

**9. Resource Adequacy Plan for 2023**

Recommendation: A. Adopt Resolution No. 2022-35 approving and adopting the Vernon Public Utilities Department Resource Adequacy Plan for 2023, which includes the coincident peak Demand Forecast, the Planning Reserve Margin, the Qualifying Capacity Criteria, and the Qualifying Capacity from such resources, City's Resource Adequacy and Supply Data and approving the resources used to satisfy the California Independent System Operator's (CAISO) tariff requirements; and B. Authorize staff to submit the Vernon Public Utilities Department Resource Adequacy Plan for 2023 and the Monthly Resource Adequacy and Supply Data to the CAISO.

**10. Purchase Contract with Cedro Construction Inc. for Contract No. CS-1506: District Final Repaving**

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 repair of existing facilities and equipment and involves negligible or no expansion of an existing use; B. Approve and authorize the issuance of a Purchase Contract with Cedro Construction Inc. for repaving of District Boulevard for a total amount of \$22,001.92; and C. Authorize a contingency of \$5,000 in the event that additional unforeseen repairs are necessary, and grant authority to the City Administrator to issue change orders for an amount up to the contingency amount, if necessary.

**11. Purchase Contract with Wonderware North for Supervisory Control and Data Acquisition Software**

Recommendation: Approve issuance of a Purchase Contract with Wonderware North, a Q-mation Company, in an amount not to exceed \$176,291.96, for the purchase of Supervisory Control and Data Acquisition software licenses.

**NEW BUSINESS**

**12. Purchase Contract with DC Consulting Services LLC**

Acting Public Utilities General Manager Dusenberry presented the staff report.

In response to Council questions, Acting Public Utilities General Manager Dusenberry explained the future of the units.

## **MOTION**

Council Member Ybarra moved and Council Member Merlo seconded a motion to: A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15301, because the project consists of the maintenance, repair or minor alteration of existing equipment and involves negligible or no expansion of an existing use; B. Approve issuance of a Purchase Contract with DC Consulting Services LLC, in an amount not to exceed \$444,989.50, for the purchase and commissioning of two Rolls-Royce model 571KF gas turbine engines; and C. Authorize a contingency amount of \$55,000 for estimated taxes and freight costs and grant authority to the City Administrator to issue supplementals up to the contingency amount, if necessary. The question was called and the motion carried 4-0, Council Member Davis absent.

## **ORAL REPORTS**

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

City Administrator Fandino announced Career Day on October 5; Halloween Spooktacular on October 27; and Bravo Foods Grand Opening on October 6, 2022.

Acting Assistant Fire Chief James Sullivan and Liaison Gigi Chan introduced themselves.

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

None.

## **RECESS**

Mayor Lopez recessed the meeting to Closed Session at 9:32 a.m.

## **CLOSED SESSION**

### **13. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Government Code Section 54956.9(d)(1)

Jerry Chavez v. City of Vernon

Los Angeles Superior Court Case No. BC719460

## **RECONVENE**

At 10:38 a.m., Mayor Lopez adjourned Closed Session and reconvened the regular meeting.

## **CLOSED SESSION REPORT**

City Attorney Moussa reported the Council met in Closed Session, discussed the item on the agenda, and took no reportable action.

## **ADJOURNMENT**

Mayor Lopez adjourned the meeting at 10:38 a.m.

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LETICIA LOPEZ, Mayor

ATTEST:

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LISA POPE, City Clerk  
(seal)

## City Council Agenda Item Report

Submitted by: Sandra Dolson  
Submitting Department: City Clerk  
Meeting Date: October 18, 2022

### **SUBJECT**

Claims Against the City

### **Recommendation:**

Receive and file claim submitted by Cynthia Duran in the amount of \$180.

### **Background:**

On October 4, 2022, the City received the following claim:

Name of Claimant	Amount Demanded
Cynthia Duran	\$180

Pursuant to Municipal Code Section 2.32.040, the above information is listed on the City Council agenda as soon after filing of the claims with the City as practical.

### **Fiscal Impact:**

There is no fiscal impact associated with this report.

### **Attachments:**

1. [20221004 Cynthia Duran](#)

# 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**

OCT 04 2022

CITY CLERK'S OFFICE

TO: CITY OF VERNON CITY COUNCIL

Name of Claimant

LYNTHIA DURAN

Age of Claimant (If natural person)

51

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.

WHILE DRIVING SOUTHBOUND ON SOTO STREET JUST PASSING FRUITLAND CITY WORKERS WERE LANDSCAPING IN FRONT OF BUILDING USING A WEEDWACKER. THE WEEDWACKER HIT A ROCK AS I WAS PASSING CAUSING THE ROCK TO HIT MY REAR PASSENGER SIDE WINDOW CAUSING

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

THE WINDOW TO SHATTER

MONDAY SEPTEMBER 26, 2022 @ APPROXIMATELY 3:00 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:

DRIVING SOUTHBOUND ON SOTO STREET JUST PASSING FRUITLAND

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 VERNON PUBLIC WORKS DEPARTMENT WAS LANDSCAPING AND THE WEED WACKER HIT A ROCK CAUSING IT TO FLY TOWARDS MY CAR AS I WAS DRIVING BY.

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

THE REAR PASSENGER SIDE WINDOW COMPLETELY SHATTERED

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

THE TOTAL COST FOR REPAIR WAS \$180.00

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

Were you insured at the time of the incident? If so, provide name of insurance company, policy numbers and amount of insurance payments received: NO

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

THE COST OF REPLACING THE WINDOW WAS \$180.00

Name and address of Witnesses, Doctors and Hospitals:

POLICE REPORT # CR22-1775 VERNON P.D. OFFICER C. MACIEL #658  
REPORTED TO ELI ZEPEDA STREET & WATER CREW LEADER CITY OF VERNON

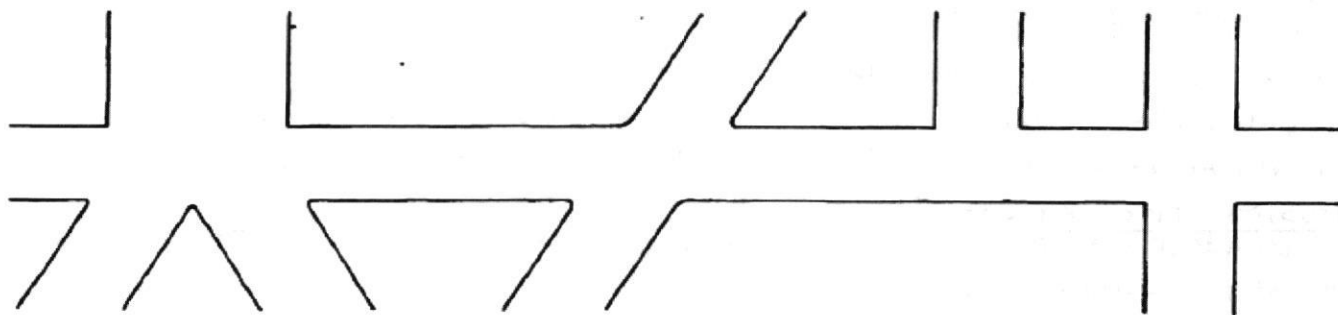
READ CAREFULLY

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.

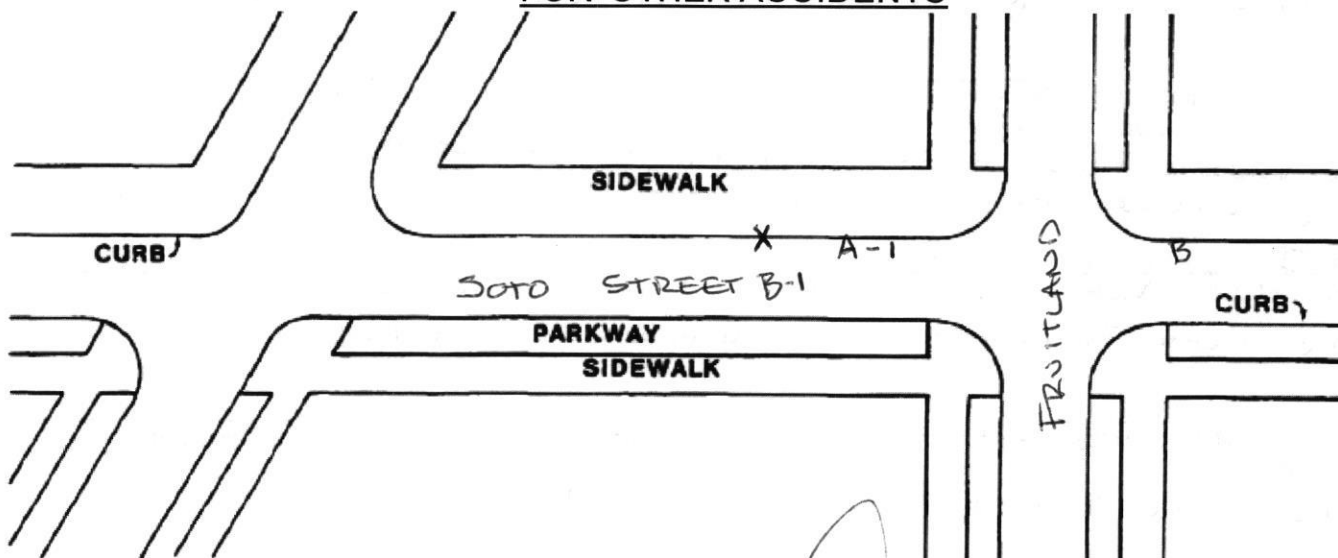
If City Vehicle was Involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of accident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

CYNTHIA DURAN

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

Date:

10/4/2022

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)

# INVOICE

DATE 9/30/22  
 BILL TO Cynthia Duran SHIP TO  
 ADDRESS  
 CITY, STATE, ZIP  
 CUSTOMER'S ORDER NO. SOLD BY TERMS F.O.B.

## F. SANCHEZ AUTO GLASS

- FOREIGN & DOMESTIC
- SE REPARA TODA CLASE DE REGULADOR
- ELECTRICO Y MANUAL
- ESPEJOS • SWITCH
- MANUBRIOS
- ESPECIALISTAS EN CRISTAL DE AUTO

Zoila (323) 809-6641  
 Inglés (951) 220-4187



Servicio a Domicilio  
 sanchezzoila22@gmail.com

### WINDOW TINTING

8801 S. ALAMEDA ST. LOS ANGELES, CA 90002

ORDERED	SHIPPED	DESCRIPTION	
		Logon 2015	
		puerta derecha	\$180
		TACERA	
RECEIVED BY	323) 809-6641		TAX TOTAL \$180

KEEP THIS SLIP FOR REFERENCE

## City Council Agenda Item Report

Submitted by: Efren Peregrina  
Submitting Department: Finance/Treasury  
Meeting Date: October 18, 2022

### **SUBJECT**

City Payroll Warrant Register

### **Recommendation:**

Approve City Payroll Warrant Register No. 796, for the period of September 1 through September 30, 2022, totaling \$2,724,261.48 and consisting of ratification of direct deposits, checks and taxes totaling \$1,802,946.05 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$921,315.43 paid through operating bank account.

### **Background:**

Section 2.32.060 of the Vernon Municipal Code indicates the City Treasurer, or an authorized designee, shall prepare warrants covering claims or demands against the City which are to be presented to City Council for its audit and approval. Pursuant to the aforementioned code section, the City Treasurer has prepared City Payroll Account Warrant Register No. 796 covering claims and demands presented during the period of September 1 through September 30, 2022, drawn, or to be drawn, from East West Bank for City Council approval.

### **Fiscal Impact:**

The fiscal impact of approving City Payroll Warrant Register No. 796, totals \$2,724,261.48. The Finance Department has determined that sufficient funds to pay such claims/demands, are available in the respective accounts referenced on City Payroll Warrant Register No. 796.

### **Attachments:**

1. [City Payroll Account Warrant Register No. 796](#)

PAYROLL WARRANT REGISTER  
City of Vernon

No. **796** Month of **September 2022**

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

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



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

Date: 10/11/2022

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**Payrolls reported for the month of May**

08/14/2022 - 08/27/2022, Paydate 09/08/2022

08/14/2022 - 08/27/2022, Paydate 09/08/2022 (SP809)

08/28/2022 - 09/10/2022, Paydate 09/22/2022

**Payment**

<b>Method</b>	<b>Date</b>	<b>Payment Description</b>	<b>Amount</b>
ACH	09/08/22	Net payroll, checks	\$ 9,477.26
ACH	09/08/22	Net payroll, direct deposits	698,658.04
ACH	09/08/22	Payroll taxes	192,739.71
ACH	09/22/22	Net payroll, checks	4,259.21
ACH	09/22/22	Net payroll, direct deposits	704,034.35
ACH	09/22/22	Payroll taxes	193,777.48

**Total net payroll and payroll taxes****1,802,946.05**

13668	09/08/22	Vernon Police Officers Benefit Association	2,292.16
13669	09/08/22	IBEW Union Dues	4,387.20
13670	09/08/22	ICMA Retirement Trust 457	26,441.22
13674	09/08/22	State Disbursement Unit	41.53
13673	09/14/22	Calpers	210,929.87
13677	09/22/22	ICMA Retirement Trust 457	26,458.88
13681	09/22/22	State Disbursement Unit	41.53
13682	09/22/22	Blue Shield of California (active)	270,965.26
13683	09/22/22	Blue Shield of California (retiree)	92,926.93
13684	09/22/22	Blue Shield of California (cobra)	2,930.39
13685	09/22/22	Metlife Group Benefits	28,641.05
13675	09/23/22	Vernon Police Officers Benefit Association	2,292.16
13676	09/23/22	Teamsters Local 911	2,433.00
13686	09/23/22	Medical Eye Services, Inc	4,034.32
13680	09/27/22	Calpers	214,580.41
13688	09/28/22	Mutual of Omaha	13,814.10
13687	09/29/22	Aflac	11,664.16
13689	09/29/22	Colonial Life	6,441.26

**Payroll related disbursements, paid through  
Operating bank account****921,315.43****Total net payroll, taxes, and related disbursements****\$ 2,724,261.48**

JL

## **City Council Agenda Item Report**

Submitted by: Efren Peregrina  
Submitting Department: Finance/Treasury  
Meeting Date: October 18, 2022

### **SUBJECT**

Operating Account Warrant Register

### **Recommendation:**

Approve Operating Account Warrant Register No. 96, for the period of September 18 through October 1, 2022, totaling \$14,302,269.08 and consisting of ratification of electronic payments totaling \$14,067,061.20 and ratification of the issuance of early checks totaling \$235,207.88.

### **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. 96 covering claims and demands presented during the period of September 18 through October 1, 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. 96, totals \$14,302,269.08. 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. 96.

### **Attachments:**

1. [Operating Account Warrant Register No. 96](#)



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 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: 10/11/2022

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:

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**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006786 - BELL BURNETT & ASSOCIATES	055.9000.595200	\$ 10,000.00	Monthly Retainer~	1112		09/22/2022	13589	\$ 10,000.00
000927 - PAUL CERDA JR	011.1031.596500	\$ 21.00	Firearms / Tactical Rifle Adv	081122		09/22/2022	13590	\$ 21.00
005490 - CINTAS CORPORATION	055.9190.540000	\$ 155.40	Uniforms	4128076444				
	056.5600.540000	\$ 83.89	Uniforms	4128076444				
	020.1084.540000	\$ 147.81	Uniforms	4128076444				
	055.8000.540000	\$ 18.02	Uniforms	4128076444				
	055.8100.540000	\$ 161.36	Uniforms	4128076444				
	055.8400.540000	\$ 12.10	Uniforms	4128076444				
	055.9190.540000	\$ 389.98	Uniforms	4128764150				
	056.5600.540000	\$ 86.07	Uniforms	4128764150				
	020.1084.540000	\$ 145.63	Uniforms	4128764150				
	055.8000.540000	\$ 18.02	Uniforms	4128764150				
	055.8100.540000	\$ 162.50	Uniforms	4128764150				
	055.8400.540000	\$ 12.10	Uniforms	4128764150				
	055.9190.540000	\$ 203.89	Uniforms	4129480945				
	056.5600.540000	\$ 83.89	Uniforms	4129480945				
	020.1084.540000	\$ 145.63	Uniforms	4129480945				
	055.8000.540000	\$ 15.07	Uniforms	4129480945				
	055.8100.540000	\$ 158.37	Uniforms	4129480945				
	055.8400.540000	\$ 16.78	Uniforms	4129480945				
	055.9190.540000	\$ 203.89	Uniforms	4130119742				
	056.5600.540000	\$ 84.98	Uniforms	4130119742				
	020.1084.540000	\$ 145.63	Uniforms	4130119742				
	055.8000.540000	\$ 15.07	Uniforms	4130119742				
	055.8100.540000	\$ 158.37	Uniforms	4130119742				
	055.8400.540000	\$ 16.78	Uniforms	4130119742				
						09/22/2022	13591	\$ 2,641.23

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001206 - DELL MARKETING LP	011.9019.520010	\$ 7,487.60	Monitor~	10589954823	011.0015263			
	011.9019.520010	\$ 2,702.24	Monitor~	10589954823	011.0015263			
	011.9019.520000	\$ 56.32	Warranty~	10589954823	011.0015263			
	011.9019.520010	\$ 240.00	Environmental Fee	10589954823	011.0015263			
	011.9019.520010	\$ 1,044.47	Sales Tax 10.25	10589954823				
	011.9019.520000	\$ 5.77	Sales Tax 10.25	10589954823				
						09/22/2022	13592	\$ 11,536.40
006899 - G2 INTEGRATED SOLUTIONS, LLC	055.9000.595200	\$ 488.25	Natural Gas Compliance Services	0290171				
	055.9000.595200	\$ 3,365.25	Natural Gas Compliance Services	0295110				
	055.9000.595200	\$ 267.75	Natural Gas Compliance Services	0295111				
	055.9000.595200	\$ 4,725.00	Natural Gas Compliance Services	112939				
						09/22/2022	13593	\$ 8,846.25
001668 - LORENZO GAYTAN	011.1031.596500	\$ 25.38	Firearms / Tactical Rifle Training Adv	081122		09/22/2022	13594	\$ 25.38
005350 - HAUL AWAY RUBBISH SERVICE CO,	011.1049.596200	\$ 102.00	Disposal & Recycling Services	28X09963				
	011.1049.596200	\$ 719.98	Disposal & Recycling Services	28X09964				
	011.1048.596200	\$ 102.00	Disposal & Recycling Services	28X09965				
	011.1049.596200	\$ 319.00	Disposal & Recycling Services	28X09966				
	011.1049.596200	\$ 202.00	Disposal & Recycling Services	28X09970				
	011.1049.596200	\$ 1,755.94	Disposal & Recycling Services	28X09971				
						09/22/2022	13595	\$ 3,200.92
000804 - LB JOHNSON HARDWARE CO #1	011.1049.520000	\$ 17.48	Small Tools, Plumbing & Building	122758	011.0015301	09/22/2022	13596	\$ 17.48
005630 - LUCAS, JASON	011.1031.596500	\$ 17.50	Firearms / Tactical Rifle Training Adv	081122		09/22/2022	13597	\$ 17.50

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
007443 - MIGUEL MACIAS	011.1048.431000	\$ 450.20	Refund Receipt #: 0025575~	Ref000243017				
	011.230220	\$ 2,500.00	Refund of Security Deposit & Last Month	Ref000243017				
						09/22/2022	13598	\$ 2,950.20
006422 - MARIPOSA LANDSCAPES, INC	011.1049.590000	\$ 3,627.54	Landscape Maintenance 08/22	99124				
	011.1049.590000	\$ 524.19	Additional Landscape Work 08/22	99197				
						09/22/2022	13599	\$ 4,151.73
001150 - MCMASTER-CARR SUPPLY COMPANY	055.9100.590000	\$ 923.54	Hardware Supplies	80232070				
	055.9100.590000	\$ 49.63	Hardware Supplies~	80824810	055.0002969			
	055.9100.590000	\$ 91.23	Hardware Supplies~	80825310	055.0002969			
	055.9100.590000	\$ 96.95	Hardware Supplies~	80838264	055.0002969			
	055.9100.590000	\$ 69.60	Hardware Supplies~	80848305	055.0002969			
	055.9100.590000	\$ 423.83	Hardware Supplies~	80983414	055.0002969			
	055.9100.590000	\$ 124.39	Hardware Supplies~	81221783	055.0002969			
	055.9100.590000	\$ 145.31	Hardware Supplies~	81390960	055.0002969			
	055.9100.590000	\$ 222.62	Hardware Supplies~	81749864	055.0002969			
	055.9100.590000	\$ 256.78	Hardware Supplies~	81749867	055.0002969			
	055.9100.590000	\$ 96.95	Hardware Supplies~	81749871	055.0002969			
	055.9100.590000	\$ 423.83	Hardware Supplies~	81749873	055.0002969			
						09/22/2022	13600	\$ 2,924.66
006870 - CARLOS SALDANA	011.1031.596500	\$ 29.75	Firearms / Tactical Rifle Adv	081122		09/22/2022	13601	\$ 29.75
000894 - SATELLITE PHONE STORE	011.9019.590110	\$ 2,099.97	Satellite Phone Service~	253324	011.0015442			
	011.9019.590110	\$ 199.50	Sales Tax 9.5%	253324				
						09/22/2022	13602	\$ 2,299.47
002079 - SO CAL JOINT POLE COMMITTEE	055.9190.596200	\$ 1,079.35	Operating Expense 08/22	21524				
						09/22/2022	13603	\$ 1,079.35

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**ELECTRONIC**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>PAYMENT NUMBER</b>	<b>PAYMENT AMOUNT</b>
000318 - STEVENSON JR, KENT	011.1031.596500	\$ 32.75	Firearms / Tactical Rifle Adv	081122		09/22/2022	13604	\$ 32.75
000403 - VELASQUEZ, RICHARD	011.1031.596500	\$ 25.75	Firearms / Tactical Rifle Adv	081122		09/22/2022	13605	\$ 25.75
007110 - WATERLINE TECHNOLOGIES, INC	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5596837				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5596838				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5596839				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5596874				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5596875				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5596878				
	020.1084.500140	\$ 352.25	Sodium Hypochlorite Solution	5596886				
	020.1084.500140	\$ 629.20	Sodium Hypochlorite Solution	5598006		09/22/2022	13606	\$ 2,390.43
007393 - APPLY THE PRESSURE GROUP	011.1043.596200	\$ 8,775.00	Graffiti Removal	17		09/22/2022	13607	\$ 8,775.00
002060 - CALPINE ENERGY SERVICES, LP	055.9200.500160	\$ 107,500.00	Natural Gas 08/22	91540				
	055.9200.500160	\$ 131,500.00	Natural Gas 08/22	91990		09/23/2022	13608	\$ 239,000.00
006298 - CIMA ENERGY, LP	055.9200.500160	\$ 84,332.50	Natural Gas 08/22	8220280001		09/23/2022	13609	\$ 84,332.50
007262 - CITADEL ENERGY MARKETING, LLC	055.9200.500160	\$ 1,011,220.00	Natural Gas 08/22	106287		09/23/2022	13610	\$ 1,011,220.00
005388 - CONOCOPHILLIPS COMPANY	055.9200.500160	\$ 102,000.00	Natural Gas 08/22	183689				
	055.9200.500160	\$ -32,175.00	Natural Gas 08/22	184298		09/23/2022	13611	\$ 69,825.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
007099 - CRC MARKETING, INC	055.9200.500160	\$ 581,691.95	Natural Gas 08/22	5009784		09/23/2022	13612	\$ 581,691.95
002468 - DEPARTMENT OF WATER & POWER	055.9200.500170	\$ 21,870.00	Electric Energy Transactions	GA202578				
	055.9200.500260	\$ 575.00	Electric Energy Transactions	GA202578		09/23/2022	13613	\$ 22,445.00
004116 - EDF TRADING NORTH AMERICA, LLC	055.9200.500160	\$ 210,780.00	Natural Gas 08/22	2654476		09/23/2022	13614	\$ 210,780.00
006750 - GRANICUS	011.9019.590110	\$ 4,000.00	Maintenance, Hosting & Licesing Fee	146138		09/23/2022	13615	\$ 4,000.00
007301 - HEXAGON EAM HOLDINGS LLC	055.9190.596200	\$ 599.04	Software Subscription	102520US0HX		09/23/2022	13616	\$ 599.04
003606 - INSIGHT PUBLIC SECTOR, INC	011.9019.520010	\$ 737.61	Printer~	1100952048	011.0015008			
	011.9019.520010	\$ 75.61	Sales Tax 10.25	1100952048				
	011.9019.520010	\$ 3,688.05	Printer~	1100952104	011.0015008			
	011.9019.520010	\$ 378.03	Sales Tax 10.25	1100952104		09/23/2022	13617	\$ 4,879.30
000804 - LB JOHNSON HARDWARE CO #1	011.1049.520000	\$ 38.81	Small Tools, Plumbing & Building	119870				
	011.1043.520000	\$ 37.14	Small Tools, Plumbing & Building	121253				
	011.1043.520000	\$ 9.72	Small Tools, Plumbing & Building	121254				
	011.1049.520000	\$ 19.64	Small Tools, Plumbing & Building	121499		09/23/2022	13618	\$ 105.31
006086 - MACQUARIE ENERGY, LLC	055.9200.500160	\$ 1,534,335.00	Natural Gas 08/22	GASI00172415		09/23/2022	13619	\$ 1,534,335.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006262 - MERCURIA ENERGY AMERICA, LLC	055.9200.500160	\$ 1,239,122.95	Natural Gas 08/22	3772769		09/23/2022	13620	\$ 1,239,122.95
005908 - PACIFIC SUMMIT ENERGY, LLC	055.9200.500160	\$ 344,491.37	Natural Gas 08/22	236291		09/23/2022	13621	\$ 344,491.37
003049 - PETRELLI ELECTRIC, INC	020.1084.900000	\$ 52,942.00	Electric Service Maintenance 08/22	220276				
	055.9100.900000	\$ 984,233.30	Electric Service Maintenance 08/22	220276				
	055.8000.590000	\$ 83,240.25	Electric Service Maintenance 08/22	220276				
	057.1057.590000	\$ 6,368.50	Electric Service Maintenance 08/22	220276				
	055.8300.590000	\$ 689,930.51	Electric Service Maintenance 08/22	220276				
	055.9100.900000	\$ 128,027.65	Bond Projects	220276				
	055.9100.900000	\$ 1,802,351.41	Data Center #1 Labor & Equipment	220276				
	055.9100.900000	\$ 926.40	Data Center #2 Labor & Equipment	220276		09/23/2022	13622	\$ 3,748,020.02
002459 - PORT CANAVERAL PWR CONSULTANTS	055.9000.596200	\$ 3,120.00	Consultation & Support Services	VERNPNVHJULY2022				
	055.9000.596200	\$ 26,836.23	Consultation & Support Services	VERNPNVHJUNE2022		09/23/2022	13623	\$ 29,956.23
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500180	\$ 230,031.00	Minimum Cost 08/22	PV0922				
	055.9200.500150	\$ 47,195.00	Variable Cost 08/22	PV0922				
	055.122100	\$ 10,000.00	PSF Cost	PV0922		09/23/2022	13624	\$ 287,226.00
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9000.596500	\$ 45,933.24	Resolution Billing	0922				
	055.7100.596200	\$ 5,250.65	Resolution Billing	0922				
	055.9000.596700	\$ 69.31	Resolution Billing	0922				
	055.9200.596200	\$ 4,261.21	Resolution Billing	0922		09/23/2022	13625	\$ 55,514.41

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005604 - SEQUENT ENERGY MANAGEMENT, LLC	055.9200.500160	\$ 129,589.76	Natural Gas 08/22	4787309		09/23/2022	13626	\$ 129,589.76
007225 - TWIN EAGLE RESOURCES MGMT, LLC	055.9200.500160	\$ 185,125.00	Natural Gas 08/22	350140		09/23/2022	13627	\$ 185,125.00
007343 - USIPCOM	057.1057.500173	\$ 4,139.00	Internet Access Services	IN167207		09/23/2022	13628	\$ 4,139.00
002412 - CALIFORNIA ISO	055.9200.500150	\$ 563,186.43	Initial Charges 09/22	202209203156620556				
	055.9200.500170	\$ 63,983.03	Initial Charges 09/22	202209203156620556				
	055.9200.500190	\$ 53,988.55	Initial Charges 09/22	202209203156620556				
	055.9200.500210	\$ 17,231.20	Initial Charges 09/22	202209203156620556				
	055.9200.500150	\$ -5,311.65	Recalculation Charges 06/22	202209203156620556				
	055.9200.500190	\$ -697.56	Recalculation Charges 06/22	202209203156620556				
	055.9200.500170	\$ 2,049.77	Recalculation Charges 06/22	202209203156620556		09/23/2022	13629	\$ 694,429.77
002190 - OFFICE DEPOT	011.1041.520000	\$ 9.25	Office Supplies	232294890001				
	011.1031.520000	\$ 38.58	Office Supplies	233915301001				
	011.1031.520000	\$ 68.76	Office Supplies	25596662001				
	011.1031.520000	\$ 39.69	Office Supplies	261264130001				
	011.1031.520000	\$ 71.01	Office Supplies	261264289001				
	011.1031.520000	\$ 11.68	Office Supplies	261264290001				
	011.1031.520000	\$ -57.31	Office Supplies	264617854001		09/21/2022	13630	\$ 181.66

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000059 - SO CAL EDISON	055.8100.560000	\$ 78.11	Period: 07/29/22 - 08/28/22	082922(2)				
	055.9200.560010	\$ 556.68	Period: 08/22	090122(2)				
						09/21/2022	13631	\$ 634.79
001581 - THE GAS COMPANY	056.5600.560000	\$ 21.59	Period: 07/13/22 - 08/11/22	081522				
						09/21/2022	13632	\$ 21.59
006890 - ALLIANT INSURANCE SERVICES, IN	011.1026.594200	\$ 18,500.01	Brokerage & Consulting Services	1843782				
						09/29/2022	13633	\$ 18,500.01
005182 - ANTHEM BLUE CROSS	011.1026.502031	\$ 13,871.79	Medical Retirees~	240632361				
						09/29/2022	13634	\$ 13,871.79
007026 - BEAR ELECTRICAL SOLUTIONS, INC	011.1043.590000	\$ 28,124.07	Traffic Signal Maintenance	16559				
	011.1043.590000	\$ 3,696.00	Traffic Signal Maintenance	16560				
						09/29/2022	13635	\$ 31,820.07
007089 - CAPITAL INDUSTRIAL COATINGS	020.1084.900000	\$ 240,450.00	Rehabilitation of Reservoirs~	083122				
	020.200400	\$ -12,022.50	5% Retention	083122				
						09/29/2022	13636	\$ 228,427.50
000447 - CDW GOVERNMENT, INC	011.9019.860000	\$ 12,519.81	Server~	CM62075	011.0015400			
	011.9019.860000	\$ 1,283.28	Sales Tax 10.25	CM62075				
	011.9019.860000	\$ 15,945.48	Server~	CN16719	011.0015401			
	011.9019.860000	\$ 1,634.41	Sales Tax 10.25	CN16719				
						09/29/2022	13637	\$ 31,382.98
007382 - GREATAMERICA FINANCIAL	055.9190.520000	\$ 245.37	Copy Machine	32310475				
						09/29/2022	13638	\$ 245.37
006198 - JRM	055.9000.596200	\$ 12,168.00	Security Services~	7408				
	055.8100.596200	\$ 89,696.00	Security Services~	7409				
						09/29/2022	13639	\$ 101,864.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001150 - MCMASTER-CARR SUPPLY COMPANY	020.1084.900000	\$ 24.81	Parts & Materials~	81538440	011.0015316			
	055.9100.590000	\$ 77.66	Hardware Supplies~	81994310	055.0002969			
	055.9100.590000	\$ 552.34	Hardware Supplies~	82084140	055.0002969			
	055.9100.590000	\$ 97.30	Hardware Supplies~	82090103	055.0002969			
	055.9100.590000	\$ 136.41	Hardware Supplies~	82169175	055.0002969			
	055.9100.590000	\$ 273.35	Hardware Supplies~	82470577	055.0002969			
	055.9100.590000	\$ 301.31	Hardware Supplies~	82564898	055.0002969			
	055.9100.590000	\$ 130.01	Hardware Supplies~	82633868	055.0002969			
						09/29/2022	13640	\$ 1,593.19
000016 - MOTOROLA SOLUTIONS, INC	011.9019.590110	\$ 24,965.67	Service Maintenance~	1188080209		09/29/2022	13641	\$ 24,965.67
007321 - NALCO WATER	055.9190.500230	\$ 30,330.01	Water Treatment Chemicals	6670277680				
	055.9190.500230	\$ 46,094.88	Water Treatment Chemicals	6670309294				
						09/29/2022	13642	\$ 76,424.89
005658 - POWER SETTLEMENTS CONSULTING &	055.9200.596200	\$ 6,937.09	Software Services Fee 10/22	VERN83		09/29/2022	13643	\$ 6,937.09
006637 - RUSHER AIR CONDITIONING	020.1084.900000	\$ 4,724.00	Furnish & Install 2 Split System Air	202207302		09/29/2022	13644	\$ 4,724.00
000059 - SO CAL EDISON	055.9200.500170	\$ 24,669.00	Laguna Bell 09/22	7501447979				
	055.9200.500170	\$ 187,200.00	Mead Laguna Bell 09/22	7501447980				
	055.9200.500170	\$ 79,200.00	Victorville Lugo Vernon 09/22	7501448005				
						09/29/2022	13645	\$ 291,069.00
000059 - SO CAL EDISON	055.9100.900000	\$ 30,000.00	Advance Payment~	7590451180		09/29/2022	13646	\$ 30,000.00
001581 - THE GAS COMPANY	055.9200.550022	\$ 190,455.51	Reservation & Transmission Charges~	091422		09/29/2022	13647	\$ 190,455.51

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005030 - UNITED STEEL FENCE COMPANY	020.1084.590000	\$ 1,440.00	Fencing & Repairs	19797		09/29/2022	13648	\$ 1,440.00
007126 - VERITONE, INC	011.9019.590110	\$ 2,400.00	Video Evidence Redaction Software~	31086		09/29/2022	13649	\$ 2,400.00
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$ 220,041.18	Groundwater Production & Assessment	100922		09/29/2022	13650	\$ 220,041.18
007110 - WATERLINE TECHNOLOGIES, INC	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5599534				
	020.1084.500140	\$ 253.62	Sodium Hypochlorite Solution	5599535				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5599536				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5599537				
	020.1084.500140	\$ 317.02	Sodium Hypochlorite Solution	5599538				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5599539				
	020.1084.500140	\$ 1,363.85	Sodium Hypochlorite Solution	5600579				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5601761				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5601762				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5601763				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5601764				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5601772				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5601773				
	020.1084.500140	\$ 340.51	Sodium Hypochlorite Solution	5601775				
	020.1084.500140	\$ 1,213.85	Sodium Hypochlorite Solution	5602990		09/29/2022	13651	\$ 5,837.15
007349 - WCR INCORPORATED	055.9190.590000	\$ 24,034.50	Oil Cooling Services for Spring 2022	3523965IN		09/29/2022	13652	\$ 24,034.50

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002412 - CALIFORNIA ISO	055.9200.500150	\$ 793,297.32	Initial Charges 09/22	202209273156715003				
	055.9200.500170	\$ 12,164.16	Initial Charges 09/22	202209273156715003				
	055.9200.500190	\$ 6,013.37	Initial Charges 09/22	202209273156715003				
	055.9200.500210	\$ 14,674.38	Initial Charges 09/22	202209273156715003				
	055.9200.500170	\$ 170.36	Recalculation Charges 06/22	202209273156715003				
	055.9200.500150	\$ -2,588.84	Recalculation Charges 06/22	202209273156715003				
	055.9200.500190	\$ -1,905.06	Recalculation Charges 06/22	202209273156715003				
	055.9200.500150	\$ 10.34	Initial Charges 09/22	20220973156715028				
						09/30/2022	13653	\$ 821,836.03
005490 - CINTAS CORPORATION	011.1043.540000	\$ 244.09	Uniforms	4131481386				
	011.1043.540000	\$ 244.09	Uniforms	4132174338				
						09/30/2022	13654	\$ 488.18
007232 - DIGITALTHINKER, INC	055.9190.596200	\$ 2,349.27	EAM Professional Services	6278				
	055.9190.596200	\$ 1,750.00	EAM Professional Services	6283				
						09/30/2022	13655	\$ 4,099.27
001936 - EMPIRE CLEANING SUPPLY	011.1049.520000	\$ 179.40	Supplies~	S5152680001	011.0015218			
	011.1049.520000	\$ 110.00	Supplies~	S5152680001	011.0015218			
	011.1049.520000	\$ 135.60	Supplies~	S5152680001	011.0015218			
	011.1049.520000	\$ 46.73	Freight	S5152680001	011.0015218			
	011.1049.520000	\$ 43.56	Sales Tax 10.25	S5152680001				
	011.1049.520000	\$ 2,082.80	Supplies~	S5152680002	011.0015218			
	011.1049.520000	\$ 108.64	Freight	S5152680002	011.0015218			
	011.1049.520000	\$ 213.49	Sales Tax 10.25	S5152680002				
						09/30/2022	13656	\$ 2,920.22

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004438 - FLEMING ENVIRONMENTAL, INC	011.1049.590000	\$ 681.88	UST Compliance Services	19038		09/30/2022	13657	\$ 681.88
006801 - NTT CLOUD COMMUNICATIONS U.S.	011.9019.560010	\$ 230.00	Audio Conferencing Charges	USINV2208209716		09/30/2022	13658	\$ 230.00
000246 - ROSEMOUNT, INC	055.9190.590000	\$ 7,573.48	Rosemount Coplanar Transmitter~	71991272	055.0002961			
	055.9190.590000	\$ 2,381.82	Rosemount 305 Integral Manifold~	71991272	055.0002961			
	055.9190.590000	\$ 18.10	Freight	71991272				
	055.9190.590000	\$ 1,022.28	Sales Tax 10.25	71991272		09/30/2022	13659	\$ 10,995.68
007361 - SIEMENS ENERGY, INC	055.9190.590000	\$ 150,000.00	Service Contract Agreement	96143774		09/30/2022	13660	\$ 150,000.00
002170 - SURVALENT TECHNOLOGY, INC	055.9100.590110	\$ 19,449.00	Annual Software Support & Maintenance	U19621		09/30/2022	13661	\$ 19,449.00

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005594 - US BANK CORPORATE	011.1002.596500	\$ 1,062.98	Hotel / A. Kimmey	052322				
	011.1002.596500	\$ 249.20	Meals / Data Center Development	052322				
	011.1002.596500	\$ 72.00	Parking Fees	052322				
	011.1002.596500	\$ 432.97	Travel / A. Kimmey	052322				
	011.1041.520000	\$ 14.99	Supplies	052322(10)				
	011.1023.596600	\$ 207.45	Subscription Dues	052322(11)				
	011.1070.550000	\$ 58.00	Supplies	052322(11)				
	011.9019.520010	\$ 55.08	Phone Case	052322(12)				
	055.9200.596200	\$ 200.00	Subscription Dues	052322(12)				
	055.8400.590000	\$ 600.10	Supplies	052322(12)				
	011.1049.520000	\$ 1,037.03	Supplies	052322(13)				
	011.1043.501010	\$ 470.00	Certification / E. Zepeda	052322(14)				
	011.1043.501010	\$ 4.14	Service Fee	052322(14)				
	011.1049.520000	\$ 3,586.90	Supplies	052322(15)				
	011.9019.520010	\$ 239.97	Adobe Subscription	052322(16)				
	011.9019.590110	\$ 69.99	Network Solutions Renewal	052322(16)				
	011.9019.590110	\$ 296.00	Office 365 Subscription	052322(16)				
	011.9019.590110	\$ 9.99	PD Remote Cameras	052322(16)				
	011.9019.590110	\$ 9.99	Recurring PM for IT	052322(16)				
	011.9019.590110	\$ 325.75	Remote Assistance Software	052322(16)				
	011.9019.520010	\$ 418.48	Supplies	052322(16)				
	011.9019.520010	\$ 165.36	Supplies	052322(16)				
	011.9019.520010	\$ 146.56	Supplies	052322(16)				
	011.9019.590110	\$ 47.90	VPU Publishing Software	052322(16)				
	011.9019.590110	\$ 17.50	Zendesk Software	052322(16)				
	011.9019.590110	\$ 378.92	Adobe Subscription	052322(16)				
	011.9019.590110	\$ 454.80	Zoom for Public Meetings	052322(16)				
	011.9019.590110	\$ 19.00	Audio Software	052322(16)				
	011.9019.590110	\$ 0.99	Bria VOIP Software	052322(16)				
	011.9019.590110	\$ 9.99	Google Counter Path VIOP Service	052322(16)				
	011.9019.590110	\$ 1,488.00	Google Suite for VPU	052322(16)				

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005594 - US BANK CORPORATE	011.9019.590110	\$ 155.00	GoToMeeting Professional Software	052322(16)				
	011.9019.590110	\$ 497.00	Helpdesk Support Software	052322(16)				
	011.9019.520010	\$ 312.33	Meraki License For Network Switch	052322(16)				
	011.1060.570000	\$ 32.00	Car Wash	052322(17)				
	011.199999	\$ -1,141.00	Charges In Review	052322(17)				
	011.1049.520000	\$ 2,962.84	Supplies	052322(18)				
	011.1031.570000	\$ 40.05	Fuel	052322(19)				
	055.9000.596550	\$ 173.98	Cable Service	052322(2)				
	055.9190.590000	\$ 2,500.00	Dumpster Delivery	052322(2)				
	011.1046.520000	\$ 391.28	Supplies	052322(20)				
	011.1004.502090	\$ 100.00	Claim Report	052322(21)				
	011.1004.520000	\$ 5.49	Filling Fees	052322(22)				
	011.1004.596600	\$ 35.98	Subscription Dues	052322(22)				
	011.1048.520000	\$ 600.62	Supplies	052322(23)				
	011.1049.520000	\$ 1,265.28	Supplies	052322(23)				
	011.1031.570000	\$ 150.00	Car Wash	052322(24)				
	011.1031.596700	\$ 125.00	Training / C. Saldana	052322(24)				
	011.1031.596700	\$ 454.00	Training / Cross	052322(24)				
	011.1031.596700	\$ 600.00	Training / Encinas	052322(24)				
	011.1031.596500	\$ 627.87	Training / Gray	052322(24)				
	011.1031.596700	\$ 99.00	Training / Herrera	052322(24)				
	011.1031.596700	\$ 99.00	Training / Onopa	052322(24)				
	011.1031.596700	\$ 250.00	Training / Redona/ Cam	052322(24)				
	011.1031.596700	\$ 99.00	Training / Santos	052322(24)				
	011.1031.540000	\$ 410.14	Uniforms	052322(24)				
	011.1031.570000	\$ 89.00	Fuel	052322(24)				
	011.1031.570000	\$ 107.00	Fuel / Training / Encinas	052322(24)				
	011.1031.520000	\$ 25.30	Meals / Interview Panel	052322(24)				
	011.1031.570000	\$ 50.00	Parking Fees	052322(24)				
	011.1031.596700	\$ 12.03	Service Fee	052322(24)				
	011.1031.520000	\$ 2,595.00	Speed Lasers	052322(24)				

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005594 - US BANK CORPORATE	011.1031.520000	\$ 110.36	Staff Meeting	052322(24)				
	011.1031.520000	\$ 361.00	Supplies	052322(24)				
	011.1041.596200	\$ 85.33	Meals / Employee Event	052322(25)				
	011.1049.520000	\$ 3,732.44	Supplies	052322(25)				
	011.199999	\$ 21.51	Charges In Review	052322(26)				
	055.9000.596700	\$ 137.76	Meals/ Electric Cost Meeting	052322(26)				
	055.9000.596700	\$ 698.00	Registration / L. Umeda	052322(26)				
	055.9000.520000	\$ 8.16	Shipping Fees	052322(26)				
	055.8000.520000	\$ 231.40	Supplies	052322(26)				
	055.9000.540000	\$ 1,677.54	Uniforms	052322(26)				
	011.1003.520000	\$ 1,108.29	Supplies	052322(27)				
	011.1026.596905	\$ 180.00	Meals / Interview Panel	052322(28)				
	055.9190.590000	\$ 1,000.00	Disc Repair	052322(29)				
	055.9190.520000	\$ 730.92	Supplies	052322(29)				
	055.9190.590000	\$ 2,413.68	Supplies	052322(29)				
	011.1031.596600	\$ 110.00	Membership Dues	052322(3)				
	055.9190.590000	\$ 78.00	Propane	052322(30)				
	055.9190.500230	\$ 933.80	Testing Supplies	052322(30)				
	055.9190.500230	\$ 158.59	Meals / Safety Luncheon	052322(31)				
	055.9190.590000	\$ 1,764.74	Repairs & Maintenance	052322(31)				
	055.9190.500230	\$ 158.51	Supplies	052322(31)				
	055.9190.520000	\$ 327.13	Supplies	052322(31)				
	055.9190.590000	\$ 542.44	Supplies	052322(31)				
	055.9190.500230	\$ 990.36	Water Bottles	052322(31)				
	020.1084.520000	\$ 190.02	Supplies	052322(32)				
	011.1046.520000	\$ 1,591.55	Supplies	052322(33)				
	011.1031.596500	\$ 720.10	Car Rental / Sousa	052322(34)				
	011.1047.520000	\$ 18.19	Key Repairs	052322(35)				
	011.1043.520000	\$ 394.12	Supplies	052322(35)				
	011.1047.520000	\$ 719.31	Supplies	052322(35)				
	011.1049.520000	\$ 167.54	Supplies	052322(35)				

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005594 - US BANK CORPORATE	011.1043.520000	\$ 544.32	Water Bottles	052322(35)				
	011.1004.596600	\$ 40.00	Subscription Dues	052322(36)				
	011.5031.560000	\$ 71.71	Cable Service	052322(37)				
	011.1031.520000	\$ 523.33	Supplies	052322(37)				
	011.1031.570000	\$ 110.19	Supplies	052322(37)				
	055.9100.520000	\$ 20.99	Supplies	052322(38)				
	020.1084.900000	\$ 3,300.00	Water CIP	052322(38)				
	055.9000.596700	\$ 275.00	Membership Dues	052322(39)				
	055.9000.596500	\$ 50.00	Parking Fees	052322(39)				
	055.9000.596500	\$ 292.61	Travel / Car Rental	052322(39)				
	055.9000.596500	\$ 629.18	Travel / M. Otto	052322(39)				
	011.1070.550000	\$ 337.68	Business Community Outreach	052322(4)				
	011.1002.596500	\$ 554.40	Travel / Data Center Tour	052322(4)				
	055.9000.596500	\$ 604.40	Travel / Data Center Tour	052322(4)				
	011.1002.596500	\$ 74.27	Travel Insurance	052322(4)				
	055.9000.596500	\$ 108.84	Travel Insurance	052322(4)				
	011.1002.596500	\$ 9.00	Car Rental Insurance	052322(4)				
	011.1002.596500	\$ 1,800.00	Conference Registration / C. Fandino	052322(4)				
	011.1002.596500	\$ 583.87	Lodging / C. Fandino	052322(4)				
	011.1002.596500	\$ 50.64	Meals / State of the Cities Filming	052322(4)				
	011.1002.596500	\$ 139.29	Meals / Working Lunch Admin	052322(4)				
	011.1001.520000	\$ 294.56	Repairs & Maintenance	052322(4)				
	011.1070.550000	\$ 500.00	Summer Kick-Off Event	052322(4)				
	011.1001.520000	\$ 11.00	Supplies	052322(4)				
	011.1060.520000	\$ 288.00	Supplies	052322(40)				
	011.1043.520000	\$ 1,026.89	Supplies	052322(41)				
	011.1046.520000	\$ 39.62	Key Repairs	052322(42)				
	020.1084.596700	\$ 326.80	Meals / Water Safety Meeting	052322(43)				
	020.1084.520000	\$ 1,552.06	Supplies	052322(43)				
	011.1024.596500	\$ 518.46	Lodging / Z. Moussa	052322(44)				
	011.1043.520000	\$ 240.00	Car Tint	052322(5)				

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005594 - US BANK CORPORATE	011.1043.520000	\$ 144.19	Meals / PW Crew Lunch	052322(5)				
	011.1043.520000	\$ 734.80	Supplies	052322(5)				
	011.1002.596500	\$ 1,323.44	Lodging / C. Fandino	052322(6)				
	011.1002.596500	\$ 79.01	Travel / C. Fandino	052322(6)				
	055.9190.590000	\$ 958.13	Breakers	052322(7)				
	055.9190.590000	\$ 105.77	Seal Repair	052322(7)				
	055.9190.520000	\$ 385.86	Supplies	052322(7)				
	055.9190.590000	\$ 368.68	Supplies	052322(7)				
	011.1040.596200	\$ 138.00	Meals / Clean Up day	052322(8)				
	011.1043.596200	\$ 390.48	Meals / Public Works Celebration	052322(8)				
	011.1041.520000	\$ 17.72	Supplies	052322(8)				
	011.1041.596200	\$ 27.99	Supplies	052322(8)				
	011.1043.596600	\$ 465.85	Supplies	052322(8)				
	056.5600.596700	\$ 211.43	Meals / Employee Development & Training	052322(9)				
						06/28/2022	13662	\$ 67,502.47

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005594 - US BANK CORPORATE	011.1002.596500	\$ 400.00	Conference Registration / A. Kimmey	062222				
	011.1002.596500	\$ 112.62	Travel / A. Kimmey	062222				
	011.1023.550000	\$ 6,423.00	Advertising	062222(10)				
	011.1023.596600	\$ 79.96	Subscription Dues	062222(10)				
	011.1002.596700	\$ 31.72	Meals / Planning Meeting	062222(11)				
	020.1084.590000	\$ 110.00	Supplies	062222(11)				
	055.8400.590000	\$ 165.00	Supplies	062222(11)				
	011.1049.520000	\$ 243.76	Key Duplicate	062222(12)				
	011.1049.520000	\$ 12.13	Supplies	062222(12)				
	011.1043.520000	\$ 3,229.92	Supplies	062222(13)				
	011.9019.590110	\$ 645.67	Adobe Subscription	062222(14)				
	011.9019.590110	\$ 220.49	Supplies	062222(14)				
	011.9019.590110	\$ 18.57	Supplies	062222(14)				
	011.9019.590110	\$ 524.49	Zendesk Software	062222(14)				
	011.9019.590110	\$ 319.88	Zoom for Public Meetings	062222(14)				
	011.9019.590110	\$ 148.98	Zoom for Public Meetings	062222(14)				
	011.9019.590110	\$ 9.99	Arlo Camera Subscription	062222(14)				
	011.9019.590110	\$ 1,498.86	Google Suite for VPU	062222(14)				
	011.9019.590110	\$ 466.75	GotoAssist Remote Support	062222(14)				
	011.9019.590110	\$ 14.00	GoToMeeting Professional Software	062222(14)				
	011.9019.590110	\$ -287.74	Office 365 Subscription	062222(14)				
	011.9019.590110	\$ 47.90	Publishing Software for VPU	062222(14)				
	011.9019.520010	\$ 1,803.71	Supplies	062222(14)				
	011.9019.520010	\$ 19.83	Supplies	062222(14)				
	011.1060.570000	\$ 29.00	Car Wash	062222(15)				
	011.1060.596550	\$ 1,544.06	Membership Dues	062222(15)				
	011.1049.520000	\$ 293.27	Supplies	062222(16)				
	011.1004.596600	\$ 35.98	Subscription Dues	062222(17)				
	011.1004.520000	\$ 31.65	Supplies	062222(17)				
	011.1049.520000	\$ 2,276.52	Supplies	062222(18)				
	011.1031.596700	\$ -650.00	Cancelled Registration	062222(19)				

**CITY OF VERNON  
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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1031.596500	\$ 325.47	Training / Cross	062222(19)				
	011.1031.596700	\$ 640.00	Training / Cross & Saldana	062222(19)				
	011.1031.596700	\$ 51.50	Training / D. Aggers	062222(19)				
	011.1031.540000	\$ 903.30	Uniforms	062222(19)				
	011.1070.550000	\$ 327.32	DARE Supplies	062222(19)				
	011.1031.520000	\$ 3.58	Ice / Team Building Workshop	062222(19)				
	011.1031.596700	\$ 110.00	MADD Awards	062222(19)				
	011.1070.550000	\$ 193.26	Meals / DUI Checkpoint	062222(19)				
	011.1031.520000	\$ 482.50	Radio Parts	062222(19)				
	011.1031.520000	\$ 115.28	Team Building Workshop	062222(19)				
	011.1031.596700	\$ 298.00	Training	062222(19)				
	011.1031.596700	\$ 103.00	Training / Maciel	062222(19)				
	055.9000.596700	\$ 110.12	SCPPA Dry Run Lunch	062222(2)				
	020.1084.550000	\$ 353.39	Supplies	062222(2)				
	055.9190.590000	\$ -1,046.80	Waste Removal Refund	062222(2)				
	011.1049.520000	\$ 2,392.00	Mailbox	062222(20)				
	011.1049.520000	\$ 1,336.94	Trash Receptacle	062222(20)				
	055.9000.550000	\$ 2,545.88	Advertising	062222(21)				
	020.1084.596600	\$ 82.00	Books & Publications	062222(21)				
	055.8000.596700	\$ 49.00	Employee Development & Training	062222(21)				
	055.9000.596700	\$ 1,118.00	Employee Development & Training	062222(21)				
	055.9000.520000	\$ 20.36	Shipping Fees	062222(21)				
	055.9000.520000	\$ 39.81	Supplies	062222(21)				
	055.8100.540000	\$ 615.15	Uniforms	062222(21)				
	055.8100.560000	\$ 330.70	Uniforms	062222(21)				
	011.1003.520000	\$ 108.42	Passport Supplies	062222(22)				
	011.1026.596905	\$ 60.00	Meals / Interview Panel	062222(23)				
	011.1026.596900	\$ 3,432.41	Employee Appreciation Event	062222(24)				
	055.9190.500230	\$ 412.50	Supplies	062222(25)				
	055.9190.590000	\$ 861.50	Supplies	062222(25)				
	055.9190.590000	\$ 201.94	Parts	062222(26)				

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**ELECTRONIC**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>PAYMENT NUMBER</b>	<b>PAYMENT AMOUNT</b>
005594 - US BANK CORPORATE	011.1046.520000	\$ 1,592.14	Supplies	062222(27)				
	011.1031.596500	\$ 7,990.61	Lodging / PD Event	062222(28)				
	011.1031.596550	\$ 440.00	Membership Dues	062222(28)				
	011.1047.520000	\$ 775.62	Flag	062222(29)				
	011.1047.520000	\$ 408.53	Supplies	062222(29)				
	011.1048.520000	\$ 138.74	Supplies	062222(29)				
	011.1049.520000	\$ 191.30	Supplies	062222(29)				
	011.1049.520000	\$ 661.40	Water Filter	062222(29)				
	011.1031.570000	\$ 384.68	Graphics for Vehicle	062222(3)				
	011.1031.520000	\$ 51.23	Meals / Interview Panel	062222(3)				
	011.1031.596550	\$ 145.00	Membership Dues	062222(3)				
	011.1031.520000	\$ 97.50	Supplies	062222(3)				
	011.1031.596500	\$ 475.96	Travel / B. Gray	062222(3)				
	011.1004.596600	\$ 378.86	Subscription Dues	062222(30)				
	011.5031.560000	\$ 71.71	Cable Service	062222(31)				
	011.1031.520000	\$ 35.11	Supplies	062222(31)				
	020.1084.900000	\$ 3,284.85	Battery Backup	062222(32)				
	055.9000.596500	\$ 263.92	Lodging / M. Otto	062222(32)				
	055.9000.596700	\$ 77.32	Meals / Meeting	062222(32)				
	055.9000.596500	\$ 9.00	Parking Fees	062222(32)				
	020.1084.900000	\$ 88.18	Supplies	062222(32)				
	011.1060.596700	\$ 495.00	Exam Fees	062222(33)				
	011.1043.520000	\$ 2,375.31	Supplies	062222(34)				
	011.1046.520000	\$ 130.10	Keys Repair	062222(35)				
	011.1046.520000	\$ 683.84	Supplies	062222(35)				
	020.1084.520000	\$ 2,570.27	Supplies	062222(36)				
	011.1001.520000	\$ 446.76	City Council Dress Shirts	062222(4)				
	011.1002.550000	\$ 175.35	Dept. Head Meeting	062222(4)				
	011.1070.550000	\$ 1,750.43	Job Fair Event	062222(4)				
	011.1070.550000	\$ 6,630.22	Summer Kick-Off Event	062222(4)				
	011.1026.550000	\$ 12.03	Supplies	062222(4)				

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**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1043.520000	\$ 321.27	Meals	062222(5)				
	011.1043.520000	\$ 3,664.72	Supplies	062222(5)				
	011.1002.570000	\$ 200.00	Fuel For City Vehicle	062222(6)				
	011.1002.596500	\$ 441.24	Lodging / C. Fandino	062222(6)				
	011.9019.520010	\$ 71.12	Supplies	062222(6)				
	011.1002.596500	\$ 78.32	Travel / C. Fandino	062222(6)				
	055.9190.590000	\$ 42.00	Oil Test	062222(7)				
	055.9190.590000	\$ 134.09	Supplies	062222(7)				
	056.5600.590000	\$ 678.00	Repairs & Maintenance	062222(8)				
	011.1040.596600	\$ 14.99	Membership Dues	062222(9)				
	011.1040.596600	\$ 147.32	Supplies	062222(9)				
						06/28/2022	13663	\$ 75,020.54
000714 - CALPERS	011.1004.595200	\$ 2,250.00	GASB 68 Reporting Services Fee	1002132905		06/22/2022	13664	\$ 2,250.00
001552 - HOME DEPOT CREDIT SERVICES	055.9190.520000	\$ 210.29	Small Tools & Plumbing Hardware~	092822_MULTIPLE	055.0002968	09/28/2022	13665	\$ 210.29
001085 - LA COUNTY SANITATION DISTRICTS	055.9190.500230	\$ 10,271.00	Wastewater Treatment Surcharge	093022		09/29/2022	13666	\$ 10,271.00

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**ELECTRONIC**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>PAYMENT NUMBER</b>	<b>PAYMENT AMOUNT</b>
000714 - CALPERS	011.1001.502020	\$ 1,650.61	Monthly Expense of UAL~	100000016918609				
	011.1002.502020	\$ 16,191.72	Monthly Expense of UAL~	100000016918609				
	011.1003.502020	\$ 7,309.86	Monthly Expense of UAL~	100000016918609				
	011.1004.502020	\$ 24,877.09	Monthly Expense of UAL~	100000016918609				
	011.1024.502020	\$ 7,270.56	Monthly Expense of UAL~	100000016918609				
	011.1026.502020	\$ 12,183.09	Monthly Expense of UAL~	100000016918609				
	011.1031.502020	\$ 21,536.56	Monthly Expense of UAL~	100000016918609				
	011.1040.502020	\$ 14,894.81	Monthly Expense of UAL~	100000016918609				
	011.1041.502020	\$ 12,615.40	Monthly Expense of UAL~	100000016918609				
	011.1043.502020	\$ 27,353.01	Monthly Expense of UAL~	100000016918609				
	011.1046.502020	\$ 6,720.35	Monthly Expense of UAL~	100000016918609				
	011.1047.502020	\$ 4,794.64	Monthly Expense of UAL~	100000016918609				
	011.1048.502020	\$ 3,615.63	Monthly Expense of UAL~	100000016918609				
	011.1049.502020	\$ 5,187.64	Monthly Expense of UAL~	100000016918609				
	057.1057.502020	\$ 196.50	Monthly Expense of UAL~	100000016918609				
	011.1060.502020	\$ 15,209.22	Monthly Expense of UAL~	100000016918609				
	020.1084.502020	\$ 25,623.80	Monthly Expense of UAL~	100000016918609				
	056.5600.502020	\$ 12,418.89	Monthly Expense of UAL~	100000016918609				
	055.7100.502020	\$ 11,711.49	Monthly Expense of UAL~	100000016918609				
	055.7200.502020	\$ 3,890.73	Monthly Expense of UAL~	100000016918609				
	055.8000.502020	\$ 6,209.45	Monthly Expense of UAL~	100000016918609				
	055.8100.502020	\$ 26,252.60	Monthly Expense of UAL~	100000016918609				
	055.8400.502020	\$ 1,179.01	Monthly Expense of UAL~	100000016918609				
	055.9000.502020	\$ 23,619.48	Monthly Expense of UAL~	100000016918609				
	011.9019.502020	\$ 12,379.59	Monthly Expense of UAL~	100000016918609				
	055.9100.502020	\$ 19,060.65	Monthly Expense of UAL~	100000016918609				
	055.9190.502020	\$ 53,016.10	Monthly Expense of UAL~	100000016918609				
	055.9200.502020	\$ 16,034.52	Monthly Expense of UAL~	100000016918609				
	011.1031.502020	\$ 253,489.00	Monthly Expense of UAL~	100000016918618				
	011.1033.502020	\$ 1,053.25	Monthly Expense of UAL~	100000016918625				
	011.1031.502020	\$ 412.42	Monthly Expense of UAL~	100000016918635				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000714 - CALPERS	011.1033.502020	\$ 404,275.75	Monthly Expense of UAL~	100000016918641				
	011.1024.502020	\$ 208.42	Monthly Expense of UAL~	100000016918649				
						09/27/2022	13667	\$ 1,052,441.84
TOTAL ELECTRONIC								<u>\$ 14,067,061.20</u>

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**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000122 - AAA ELECTRIC MOTOR SALES	011.1049.520000	\$ 1,417.12	Electric Motor~	LSI65961	011.0015403	09/22/2022	609837	\$ 1,551.75
	011.1049.520000	\$ 134.63	Sales Tax 9.5%	LSI65961				
004026 - AIRWAVE COMMUNICATIONS ENTERPR	011.1046.520000	\$ 929.25	Light Bar~	13668	011.0015340	09/22/2022	609838	\$ 4,429.07
	011.1046.520000	\$ 1,029.00	Strobe Light~	13668	011.0015340			
	011.1046.520000	\$ 67.28	Ignition Delay Module~	13668	011.0015340			
	011.1046.520000	\$ 31.25	Relay~	13668	011.0015340			
	011.1046.520000	\$ 20.00	Fuse Block~	13668	011.0015340			
	011.1046.520000	\$ 37.74	Breaker~	13668	011.0015340			
	011.1046.520000	\$ 125.00	Hardware~	13668	011.0015340			
	011.1046.590000	\$ 1,960.00	Labor~	13668	011.0015340			
	011.1046.520000	\$ 229.55	Sales Tax 10.25	13668				
006308 - ANAYA SERVICE CENTER	011.1046.520000	\$ 183.60	Spark Plug~	36985	011.0015362	09/22/2022	609839	\$ 522.42
	011.1046.590000	\$ 320.00	Labor~	36985	011.0015362			
	011.1046.520000	\$ 18.82	Sales Tax 10.25	36985				
001948 - AT&T	056.5600.560010	\$ 674.50	Period: 07/10/22 - 08/09/22	18622594		09/22/2022	609840	\$ 674.50
000778 - CALIFORNIA WATER SERVICE CO	011.1043.560000	\$ 58.61	Period: 07/23/22 - 08/22/22	082322		09/22/2022	609841	\$ 58.61
000331 - COMMERCIAL DOOR OF LOS ANGELES	011.1049.590000	\$ 1,110.99	Trouble Shoot & Repair Slide Gate	20164		09/22/2022	609842	\$ 6,099.99
	011.1049.590000	\$ 4,989.00	Furnished & Installed 1 Lift Master	20279				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
004613 - DANIELS TIRE SERVICE	011.1046.590000	\$ 298.50	Tire Repair	200454617				
	011.1046.520000	\$ 22.10	Tire Repair	200454617				
						09/22/2022	609843	\$ 320.60
006191 - DATA TICKET, INC	011.1031.594200	\$ 278.70	Parking Citation Processing Service	141382		09/22/2022	609844	\$ 278.70
001712 - GRAINGER, CO	011.1049.520000	\$ 174.63	Building Hardware~	9429542013	011.0015300	09/22/2022	609845	\$ 174.63
000332 - TODD HEWETT	011.1026.502030	\$ 3,300.00	LA Co Fire 1014 Medical Insurance	091522		09/22/2022	609846	\$ 3,300.00
004143 - INTERWEST CONSULTING GROUP, IN	011.1041.595200	\$ 4,711.34	Building & Safety Plan Review~	61146				
	011.1041.595200	\$ 4,332.43	Building & Safety Plan Review~	65911				
	011.1041.595200	\$ 1,410.00	Building & Safety Plan Review~	66013				
	011.1041.595200	\$ 1,711.09	Building & Safety Plan Review~	66026				
	011.1041.595200	\$ 2,430.80	Building & Safety Plan Review~	66409				
	011.1041.595200	\$ 78.80	Building & Safety Plan Review~	67528				
	011.1041.595200	\$ 1,049.04	Building & Safety Plan Review~	67911				
	011.1041.595200	\$ 28,247.09	Building & Safety Plan Review~	68825				
	011.1041.595200	\$ 900.00	Building & Safety Plan Review~	68839				
						09/22/2022	609847	\$ 44,870.59
006399 - JOE MAR POLYGRAPH & INV SVC	011.1031.596200	\$ 200.00	Pre-Employment Polygraph Exam	202208026VPD		09/22/2022	609848	\$ 200.00
007394 - KC POWER CLEAN INC	011.1043.596200	\$ 850.00	Graffiti Removal	28205				
	011.1043.596200	\$ 2,250.00	Graffiti Removal	28206		09/22/2022	609849	\$ 3,100.00
003701 - LANDA, RAFAEL	011.1031.596500	\$ 25.00	Arrest & Control / Strategic	082222				
	011.1031.596700	\$ 25.00	Arrest & Control / Strategic	082222		09/22/2022	609850	\$ 50.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003272 - LANGUAGE LINE SERVICES, INC	011.1031.594200	\$ 179.23	Interpretation Services	10620431		09/22/2022	609851	\$ 179.23
002361 - LITTLEJOHN REULAND CORP	055.9190.590000	\$ 2,435.78	Hot Gas Fan Motor Rebuild	62350		09/22/2022	609852	\$ 2,435.78
006695 - MADRIGAL, ALFONSO	011.1031.596700	\$ 25.00	Arrest & Control / Strategic	082222		09/22/2022	609853	\$ 50.00
	011.1031.596500	\$ 25.00	Arrest & Control / Strategic	082222				
000870 - MAYWOOD CAR WASH	011.1031.570000	\$ 40.00	Car & Truck Wash Services ~	1204	011.0015294	09/22/2022	609854	\$ 110.00
	011.1031.570000	\$ 70.00	Car & Truck Wash Services ~	1207	011.0015294			
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$ 247.00	Medical Services	76338374		09/22/2022	609855	\$ 247.00
006475 - ONEPOINT HUMAN CAPITAL MGMT	011.9019.520010	\$ 215.00	Time Tracking System	69104		09/22/2022	609856	\$ 215.00
001361 - PLUMBERS DEPOT, INC	011.1046.520000	\$ 466.48	Valve~	PD51838	011.0015359	09/22/2022	609857	\$ 1,078.48
	011.1046.520000	\$ 25.28	Misc Bolts	PD51838	011.0015359			
	011.1046.590000	\$ 540.00	Labor~	PD51838	011.0015359			
	011.1046.520000	\$ 46.72	Sales Tax 9.5%	PD51838				
001943 - PLUMBING & INDUSTRIAL SUPPLY	011.1049.520000	\$ 87.87	Plumbing Supplies & Building Hardware~	S1270943001	011.0015304	09/22/2022	609858	\$ 293.93
	011.1049.520000	\$ 17.35	Plumbing Supplies & Building Hardware~	S1271068001	011.0015304			
	011.1049.520000	\$ 188.71	Plumbing Supplies & Building Hardware~	S1271085001	011.0015304			

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001420 - SAF-T-FLO WATER SERVICES	020.1084.520000	\$ 2,136.00	Injectors~	2210336	011.0015372			
	020.1084.520000	\$ 66.00	Tube Fitting~	2210336	011.0015372			
	020.1084.520000	\$ 38.00	Freight	2210336	011.0015372			
	020.1084.520000	\$ 225.71	Sales Tax 10.25	2210336				
						09/22/2022	609859	\$ 2,465.71
006672 - SID SPECIAL, LLC	011.1040.400900	\$ 56,974.64	Partial Parcel Tax Refund~	091422		09/22/2022	609860	\$ 56,974.64
000031 - SMITH-EMERY LABORATORIES, INC	011.1043.900000	\$ 4,403.49	QA/QC Inspection & Compaction Services	4813411		09/22/2022	609861	\$ 4,403.49
005419 - SUPERIOR CT OF CAL OF LA	011.1031.594200	\$ 1,329.50	Parking Citations 06/22	071022		09/22/2022	609862	\$ 1,329.50
005419 - SUPERIOR CT OF CAL OF LA	011.1031.594200	\$ 1,204.00	Parking Citations 07/22	081122		09/22/2022	609863	\$ 1,204.00
006205 - VELEZ, MARISSA	011.1031.596500	\$ 25.00	Arrest & Control / Strategic	082222				
	011.1031.596700	\$ 25.00	Arrest & Control / Strategic	082222				
						09/22/2022	609864	\$ 50.00
005863 - LETICIA LOPEZ	011.1001.596500	\$ 365.25	Independent Cities Association Annual	081622		09/26/2022	609865	\$ 365.25
005914 - PACIFIC HEALTH AND WELLNESS	011.1026.600910	\$ 3,750.00	Deposit / EE Wellness Screenings	092222		09/26/2022	609866	\$ 3,750.00
001145 - REYNA, JOSE	011.1031.596500	\$ 25.00	Arrest & Control / Strategic	082222				
	011.1031.596700	\$ 25.00	Arrest & Control / Strategic	082222				
						09/26/2022	609867	\$ 50.00
007455 - HUNTINGTON PARK HIGH SCHOOL	011.1070.550000	\$ 12,000.00	HPHS Football Program~	092822		09/29/2022	609868	\$ 12,000.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007448 - MARIA I. AGUAYO	011.112700	\$ 150.00	Attendance Stipend~	081122		09/29/2022	609869	\$ 150.00
004799 - ALL AMERICAN ASPHALT	011.1043.900000	\$ 8,182.66	Street Improvement Project	199491				
	011.200400	\$ -409.13	5% Retention	199491		09/29/2022	609870	\$ 7,773.53
007371 - AMOBIUS GROUP, INC	011.9019.520010	\$ 900.00	Equipment Software	2814	011.0015239	09/29/2022	609871	\$ 900.00
001948 - AT&T	055.9200.560010	\$ 152.00	Period: 07/19/22 - 08/18/22	4811922700				
	011.9019.590110	\$ 1,962.40	Period: 07/19/22 - 08/18/22	9640303709		09/29/2022	609872	\$ 2,114.40
001948 - AT&T	056.5600.560010	\$ 624.55	Period: 05/10/22 - 06/09/22	18312186		09/29/2022	609873	\$ 624.55
007208 - BOYD & ASSOCIATES	056.5600.596200	\$ 105.00	Alarm Monitoring ~	27789	056.0000683	09/29/2022	609874	\$ 105.00
003511 - CITY OF LAKEWOOD	011.112700	\$ 150.00	Attendance Stipend~	081122		09/29/2022	609875	\$ 150.00
006717 - RONIT DAHAN-EDRY	011.1048.596200	\$ 100.00	Attendance Stipend~	091522		09/29/2022	609876	\$ 100.00
004613 - DANIELS TIRE SERVICE	011.1046.520000	\$ 3,853.46	Tire Repair & Services	200454783		09/29/2022	609877	\$ 3,853.46
007450 - MARIA DEL PILAR AVALOS	011.112700	\$ 150.00	Attendance Stipend~	081122		09/29/2022	609878	\$ 150.00
007145 - DUNCAN WEINBERG GENZER	055.9000.596200	\$ 6,334.00	Professional Services~	38425LSG				
	056.5600.593200	\$ 261.00	Professional Services~	38426LSG		09/29/2022	609879	\$ 6,595.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006108 - IMPRESSIONS IN THREAD	011.1046.520000	\$ 126.00	Polo~	6429	011.0015335			
	011.1043.520000	\$ 126.00	Polo~	6429	011.0015335			
	011.1049.520000	\$ 126.00	Polo~	6429	011.0015335			
	011.1049.520000	\$ 336.00	Polo~	6429	011.0015335			
	011.1043.520000	\$ 84.00	Polo~	6429	011.0015335			
	011.1043.520000	\$ 42.00	Polo~	6429	011.0015335			
	011.1043.520000	\$ 42.00	Polo~	6429	011.0015335			
	011.1049.520000	\$ 86.00	Polo~	6429	011.0015335			
	011.1043.520000	\$ 88.00	Polo~	6429	011.0015335			
	011.1046.520000	\$ 43.00	Polo~	6429	011.0015335			
	011.1043.520000	\$ 44.00	Polo~	6429	011.0015335			
	011.1043.520000	\$ 42.00	Polo~	6429	011.0015335			
	011.1043.520000	\$ 43.00	Polo~	6429	011.0015335			
	011.1049.520000	\$ 88.00	Polo~	6429	011.0015335			
	011.1046.520000	\$ 16.06	Sales Tax 9.5%	6429				
	011.1043.520000	\$ 48.55	Sales Tax 9.5%	6429				
	011.1049.520000	\$ 60.41	Sales Tax 9.5%	6429				
	011.1041.520000	\$ 65.00	Shirt~	6552	011.0015387			
	011.1041.520000	\$ 65.00	Shirt~	6552	011.0015387			
	011.1041.520000	\$ 65.00	Shirt~	6552	011.0015387			
	011.1041.520000	\$ 55.00	Polo~	6552	011.0015387			
	011.1041.520000	\$ 60.00	Polo~	6552	011.0015387			
	011.1041.520000	\$ 75.00	Jacket~	6552	011.0015387			
	011.1041.520000	\$ 75.00	Jacket~	6552	011.0015387			
	011.1041.520000	\$ 45.00	Polo~	6552	011.0015387			
	011.1041.520000	\$ 65.00	Shirt~	6552	011.0015387			
	011.1041.520000	\$ 65.00	Shirt~	6552	011.0015387			
	011.1041.520000	\$ 105.00	Shirt~	6552	011.0015387			
	011.1040.520000	\$ 65.00	Shirt~	6552	011.0015387			
	011.1040.520000	\$ 65.00	Shirt~	6552	011.0015387			
	011.1041.520000	\$ 120.00	Jacket~	6552	011.0015387			

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006108 - IMPRESSIONS IN THREAD	011.1041.520000	\$ 45.00	Jacket~	6552	011.0015387			
	011.1040.520000	\$ 95.00	Shirt~	6552	011.0015387			
	011.1041.520000	\$ 125.00	Jacket~	6552	011.0015387			
	011.1041.520000	\$ 30.00	Shirt~	6552	011.0015387			
	011.1046.520000	\$ 42.00	Polo~	6552	011.0015387			
	011.1046.520000	\$ 42.00	Polo~	6552	011.0015387			
	011.1041.520000	\$ 100.70	Sales Tax 9.5%	6552				
	011.1040.520000	\$ 21.38	Sales Tax 9.5%	6552				
	011.1046.520000	\$ 7.98	Sales Tax 9.5%	6552				
						09/29/2022	609880	\$ 2,940.08
004143 - INTERWEST CONSULTING GROUP	011.1041.595200	\$ 15,976.92	Building & Safety Plan Review~	81537				
	011.1041.595200	\$ 190.00	Building & Safety Plan Review~	81539				
						09/29/2022	609881	\$ 16,166.92
006883 - KEITH W. COWHEY, D.D.S., INC	011.1026.502031	\$ 180.00	Medical Services / B. Malkenhorst	090822				
						09/29/2022	609882	\$ 180.00
000971 - KJSERVICES ENVIRONMENTAL CONSU	011.112700	\$ 2,260.00	SEWC Administrative Services~	2502				
						09/29/2022	609883	\$ 2,260.00
001792 - LA COUNTY ASSESSOR OFFICE	011.9019.590110	\$ 50.00	SBF Abstract	23ASRE012				
	011.9019.590110	\$ 50.00	SBF Abstract	23ASRE033				
						09/29/2022	609884	\$ 100.00
007449 - ANDREW C. LARA	011.112700	\$ 150.00	Attendance Stipend~	081122				
						09/29/2022	609885	\$ 150.00
000897 - LEAGUE OF CALIFORNIA CITIES	011.1002.596550	\$ 1,055.25	LA County Division Dues~	4098				
						09/29/2022	609886	\$ 1,055.25

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000813 - BRUCE V MALKENHORST, SR	011.1026.502031	\$ 225.80	RX & Copay Reimbursements	092122		09/29/2022	609887	\$ 225.80
007451 - OCTAVIO C. MARTINEZ	011.112700	\$ 150.00	Attendance Stipend~	081122		09/29/2022	609888	\$ 150.00
000870 - MAYWOOD CAR WASH	055.8100.570000	\$ 190.00	Car & Truck Wash Services ~	1208	055.0002983	09/29/2022	609889	\$ 190.00
007453 - MELISSA'S FOODS	055.7200.596702	\$ 14,672.95	Customer Incentive Program	092222		09/29/2022	609890	\$ 14,672.95
006715 - JORGE L. NEVAREZ JR	011.1048.596200	\$ 100.00	Attendance Stipend~	091522		09/29/2022	609891	\$ 100.00
007452 - NUCOR	055.7200.596702	\$ 4,709.60	Customer Incentive Program	092222		09/29/2022	609892	\$ 4,709.60
006734 - ORANGE COUNTY UROLOGY ASSOCIAT	011.1026.502031	\$ 12.46	Medical Services / B. Malkenhorst	083122		09/29/2022	609893	\$ 12.46
004365 - PACIFICA ORTHOPEDICS	011.1026.502031	\$ 40.00	Medical Expense: V. Malkenhorst	081622		09/29/2022	609894	\$ 40.00
007446 - VERONICA PALAFOX	011.1026.596200	\$ 62.00	Reimb. Live Scan	092022		09/29/2022	609895	\$ 62.00
000470 - POSITIVE LAB SERVICE	055.9190.500230	\$ 677.04	Lab Services	87703		09/29/2022	609896	\$ 677.04
005142 - RADIN CARDIOVASCULAR MED GRP	011.1026.502031	\$ 40.00	Medical Services / V. Malkenhorst	072822				
	011.1026.502031	\$ 20.00	Medical Services / B. Malkenhorst	072822(2)		09/29/2022	609897	\$ 60.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003900 - RICHARDS, WATSON & GERSHON	011.112700	\$ 799.00	General~	238366				
	011.112700	\$ 390.00	Central Basin MWD Oversight~	238367		09/29/2022	609898	\$ 1,189.00
006671 - SCHEINES DENTAL CORPORATION	011.1026.502031	\$ 175.00	Medical Services / V. Malkenhorst	080322		09/29/2022	609899	\$ 175.00
000171 - SHOETERIA	055.9000.540000	\$ 150.00	Steel Toe Work Boots~	37632IN	055.0002980			
	055.9000.540000	\$ 138.90	Steel Toe Work Boots~	37665IN	055.0002980			
	055.9000.540000	\$ 79.37	Steel Toe Work Boots~	37666IN	055.0002980			
	055.9000.540000	\$ 138.90	Steel Toe Work Boots~	37861IN	055.0002980			
	055.9000.540000	\$ 138.90	Steel Toe Work Boots~	38358IN	055.0002980	09/29/2022	609900	\$ 646.07
007447 - STEVE SPANKS	011.1048.596200	\$ 100.00	Attendance Stipend~	091522		09/29/2022	609901	\$ 100.00
007406 - SUNSET INDUSTRIAL PARTS, INC	055.9190.590000	\$ 3,136.58	Fan Bearing~	INV49718	055.0002995			
	055.9190.590000	\$ 70.40	Seal~	INV49718	055.0002995			
	055.9190.590000	\$ 172.05	Seal~	INV49718	055.0002995			
	055.9190.590000	\$ 69.35	Freight	INV49718	055.0002995			
	055.9190.590000	\$ 353.46	Sales Tax 10.25	INV49718		09/29/2022	609902	\$ 3,801.84
006985 - TERMINIX COMMERCIAL	011.1049.590000	\$ 69.00	Pest Control 09/22~	425228223				
	011.1049.590000	\$ 69.00	Pest Control 09/22~	425228391				
	011.1048.590000	\$ 69.00	Pest Control 09/22~	425228540				
	011.1048.590000	\$ 85.00	Pest Control 09/22~	425228704				
	011.1048.590000	\$ 80.00	Pest Control 09/22~	425228947				
	011.1049.590000	\$ 89.00	Pest Control 09/22~	425229083		09/29/2022	609903	\$ 461.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000449 - UNDERGROUND SERVICE ALERT	055.8300.596200	\$ 126.75	New Ticket Charges	720220786				
	020.1084.596200	\$ 126.75	New Ticket Charges	720220786				
	056.5600.596200	\$ 126.75	New Ticket Charges	720220786				
	057.1057.596200	\$ 126.75	New Ticket Charges	720220786				
						09/29/2022	609904	\$ 507.00
005296 - UNIFIRST CORPORATION	011.1060.520000	\$ 157.50	Shirt~	3052569480	011.0015437			
	011.1060.520000	\$ 192.00	Shirt~	3052569480	011.0015437			
	011.1060.520000	\$ 162.00	Polo~	3052569480	011.0015437			
	011.1060.520000	\$ 432.00	Jacket~	3052569480	011.0015437			
	011.1060.520000	\$ 399.00	Polo~	3052569480	011.0015437			
	011.1060.520000	\$ 324.00	Jacket~	3052569480	011.0015437			
	011.1060.520000	\$ 58.75	Cap~	3052569480	011.0015437			
	011.1060.520000	\$ 22.50	Cap~	3052569480	011.0015437			
	011.1060.520000	\$ 282.00	Embroidery	3052569480	011.0015437			
	011.1060.520000	\$ 208.07	Sales Tax 10.25	3052569480				
						09/29/2022	609905	\$ 2,237.82
007417 - VIVA ZAPATA	011.1043.596200	\$ 600.00	Catering Services~	102		09/29/2022	609906	\$ 600.00
000743 - XEROX FINANCIAL SERVICES, LLC	011.9019.590110	\$ 2,333.24	Lease Payment~	3475991		09/29/2022	609907	\$ 2,333.24
006372 - XPRESS WASH, INC	011.1046.590000	\$ 1,364.00	Car Wash Services	15401				
	011.1046.590000	\$ 858.00	Car Wash Services	15402				
	011.1046.590000	\$ 1,584.00	Car Wash Services	15403				
						09/29/2022	609908	\$ 3,806.00
006716 - MARLENE ELSA YBARRA	011.1048.596200	\$ 100.00	Attendance Stipend~	091522		09/29/2022	609909	\$ 100.00

CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
004856 - MELISSA YBARRA	011.112700	\$ 150.00	Attendance Stipend~	081122		09/29/2022	609910	\$ 150.00
TOTAL EARLY CHECKS								<u>\$ 235,207.88</u>

CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 96  
OCTOBER 18, 2022

RECAP BY FUND

FUND	ELECTRONIC TOTAL	EARLY CHECK TOTAL	WARRANT TOTAL	GRAND TOTALS
011 - GENERAL	\$ 1,129,690.97	\$ 196,950.84	\$ 0.00	\$ 1,326,641.81
020 - WATER	553,893.14	2,592.46	0.00	556,485.60
055 - LIGHT & POWER	12,359,104.35	33,746.03	0.00	12,392,850.38
056 - NATURAL GAS	13,668.74	1,791.80	0.00	15,460.54
057 - FIBER OPTIC	10,704.00	126.75	0.00	10,830.75
GRAND TOTAL	<u>\$ 14,067,061.20</u>	<u>\$ 235,207.88</u>	<u>\$ 0.00</u>	<u>\$ 14,302,269.08</u>

TOTAL CHECKS TO BE PRINTED 0

## City Council Agenda Item Report

Submitted by: Diana Figueroa  
Submitting Department: Fire Department  
Meeting Date: October 18, 2022

### **SUBJECT**

Fire Department Activity Report

### **Recommendation:**

Receive and file the August 2022 Fire Department Activity Report.

### **Background:**

Attached is a copy of a Fire Department Activity Report which covers the period of August 1 through August 31, 2022. The report is provided by Los Angeles County Fire and consists of incident details and a summary for the month.

### **Fiscal Impact:**

There is no fiscal impact associated with this report.

### **Attachments:**

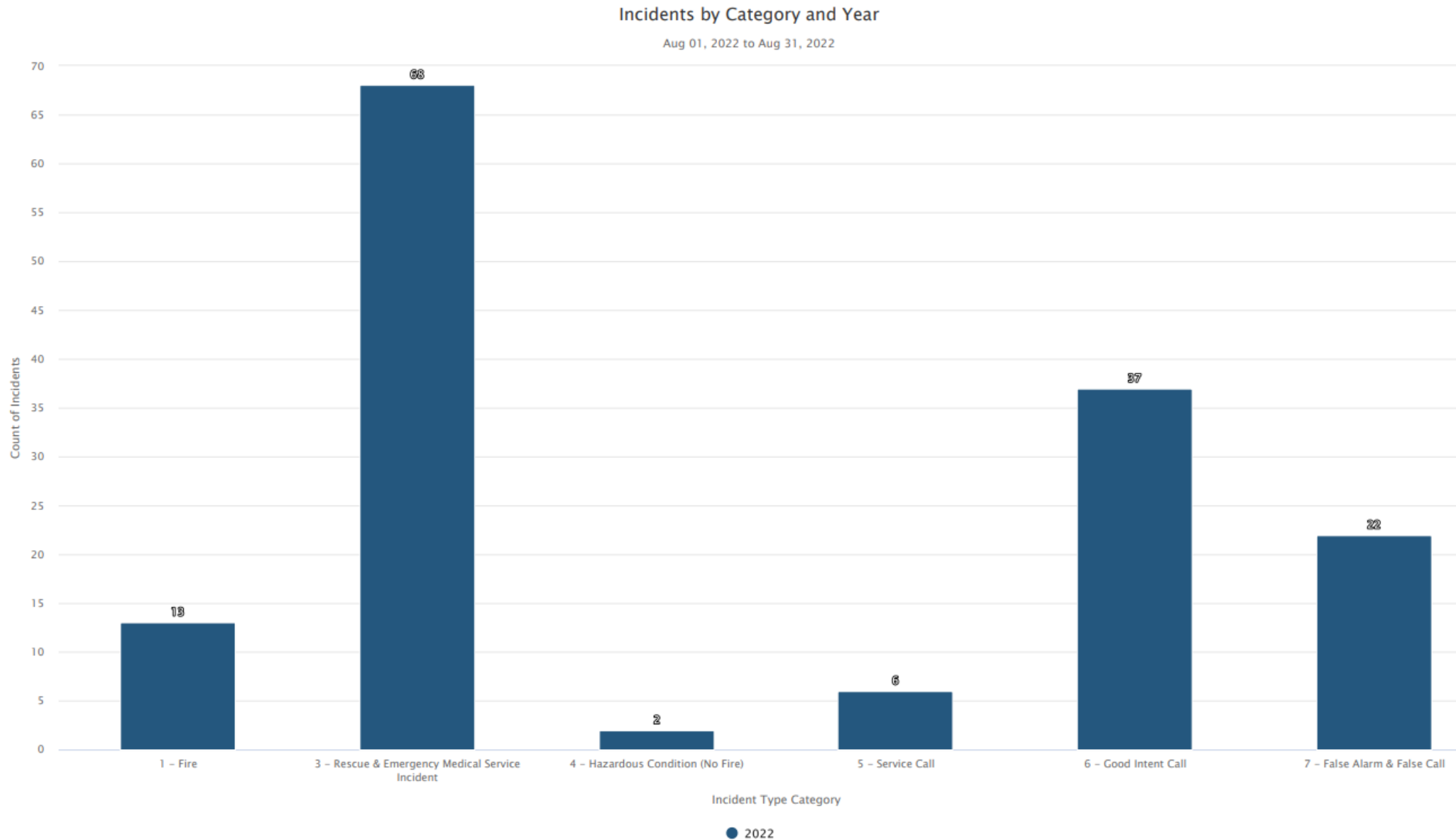
1. [Fire Department Activity Report - August 2022](#)



# Los Angeles County Fire Department

## CITY OF VERNON STATISTICS

### August 1, 2022 - August 31, 2022



**COUNTY OF LOS ANGELES FIRE DEPARTMENT  
CITY OF VERNON STATISTICS  
AUGUST 2022 TYPES AND TOTALS**

**TRANSPORTS**

Disposition Incident Patient Disposition (eDisposition.12)	Number of Incidents
(ALS) Patient Treated, Transported	17
Assist, Public	1
Canceled (Prior to Arrival At Scene)	7
Canceled on Scene (FD Not Needed)	11
Canceled on Scene (Unable to Locate Patient)	4
Care Transferred to BLS	35
Patient Refusal (AMA) - (No Transport)	19
Treated and Transported via LACoFD Vehicle	1

**FIRES**

Incident Date/Time	Basic Incident Number (FD1)	Basic Incident Full Address	Basic Incident Type Code And Description (FD1.21)	Basic Property Pre-Incident Value (FD1.37)	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)	Fire Acres Burned (FD5.5)	Fire Less Than One Acre Burned Flag (FD5.7)	Wildland Federal Responsibility Area Acres Burned (FD17.55)	Wildland State Responsibility Area Acres Burned (FD17.53)	Wildland Local Responsibility Area Acres Burned (FD17.54)	Basic Primary Station Name (FD1.4)
<b>Basic Incident City Name (FD1.16): VERNON</b>												
08/02/2022	<a href="#">LAC22258786</a>	4800 South ALAMEDA VERNON CA 90058	143 - Grass fire		0	0			0	0	0	LAC052

## CITY OF VERNON STATISTICS AUGUST 2022 TYPES AND TOTALS

[illegible]

# CITY OF VERNON STATISTICS

## AUGUST 2022 TYPES AND TOTALS

Incident Date/Time	Basic Incident Number (FD1)	Basic Incident Full Address	Basic Incident Type Code And Description (FD1.21)	Basic Property Pre-Incident Value (FD1.37)	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)	Basic Content Losses (FD1.38)	Fire Acres Burned (FD5.5)	Fire Less Than One Acre Burned Flag (FD5.7)	Wildland Federal Responsibility Area Acres Burned (FD17.55)	Wildland State Responsibility Area Acres Burned (FD17.53)	Wildland Local Responsibility Area Acres Burned (FD17.54)	Basic Primary Station Name (FD1.4)
08/25/2022	<a href="#">LAC22287020</a>	East WASHINGTON VERNON CA 90023	143 - Grass fire							0	0	0	LAC052
	<a href="#">LAC22287099</a>	South ATLANTIC VERNON CA 90040	100 - Fire, other										LAC027
08/28/2022	<a href="#">LAC22291858</a>	4900 South SOTO VERNON CA 90058	150 - Outside rubbish fire, other										LAC013
08/31/2022	<a href="#">LAC22294524</a>	South ATLANTIC VERNON CA 90040	151 - Outside rubbish, trash or waste fire		0	0							LAC163
Count: 13								Total: 0		Total: 0	Total: 0	Total: 0	
Count: 13								Total: 0		Total: 0	Total: 0	Total: 0	

**CITY OF VERNON STATISTICS**  
**AUGUST 2022 TYPES AND TOTALS**

Cad Initial	Cad Incident Type Description	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
<b>Basic Incident Type Category (FD1.21): (None)</b>						
INVO			1			
			<b>Total: 1</b>	<b>Total: \$0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Basic Incident Type Category (FD1.21): 1 - Fire</b>						
GRS		100 - Fire, other	1			
GRS		143 - Grass fire	2	\$0	0	
GRS		150 - Outside rubbish fire, other	1			
INVO		150 - Outside rubbish fire, other	1			
MISC1		118 - Trash or rubbish fire, contained	1			
MISC1		131 - Passenger vehicle fire	1	\$2,000	0	
MISC1		150 - Outside rubbish fire, other	1			
MISC1		151 - Outside rubbish, trash or waste fire	1	\$0	0	
STRC		100 - Fire, other	1			
STRC		111 - Building fire	1			
STRC		118 - Trash or rubbish fire, contained	1			
TREE		118 - Trash or rubbish fire, contained	1			
			<b>Total: 13</b>	<b>Total: \$2,000</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Basic Incident Type Category (FD1.21): 3 - Rescue &amp; Emergency Medical Service Incident</b>						
911		321 - EMS call, excluding vehicle accident with injury	1			
ABDA		321 - EMS call, excluding vehicle accident with injury	1			
ABDB		321 - EMS call, excluding vehicle accident with injury	1			
ALRWF		321 - EMS call, excluding vehicle accident with injury	1			
ARREST		321 - EMS call, excluding vehicle accident with injury	2			
ASSLTA		321 - EMS call, excluding vehicle accident with injury	1			
BACKA		300 - Rescue, EMS incident, other	1			
BEHAVB		321 - EMS call, excluding vehicle accident with injury	1			
CP		321 - EMS call, excluding vehicle accident with injury	2			
DB		300 - Rescue, EMS incident, other	1			
DB		321 - EMS call, excluding vehicle accident with injury	2			
EMS		300 - Rescue, EMS incident, other	1			
EMS		321 - EMS call, excluding vehicle accident with injury	3			
EYE		321 - EMS call, excluding vehicle accident with injury	1			
INJA		300 - Rescue, EMS incident, other	2			
INJA		321 - EMS call, excluding vehicle accident with injury	9			
INJB		300 - Rescue, EMS incident, other	1			

# CITY OF VERNON STATISTICS

## AUGUST 2022 TYPES AND TOTALS

Cad Initial	Cad Incident Type Description	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
INJB		321 - EMS call, excluding vehicle accident with injury	3			
INJB		322 - Motor vehicle accident with injuries	1			
MAT		321 - EMS call, excluding vehicle accident with injury	1			
OD		322 - Motor vehicle accident with injuries	1			
PA		355 - Confined space rescue	1			
SICKA		300 - Rescue, EMS incident, other	1			
SICKA		321 - EMS call, excluding vehicle accident with injury	4			
SICKB		300 - Rescue, EMS incident, other	1			
SICKB		321 - EMS call, excluding vehicle accident with injury	3			
SZR		300 - Rescue, EMS incident, other	1			
SZR		321 - EMS call, excluding vehicle accident with injury	2			
TCA		300 - Rescue, EMS incident, other	2			
TCA		321 - EMS call, excluding vehicle accident with injury	2			
TCA		322 - Motor vehicle accident with injuries	3			
TCB		300 - Rescue, EMS incident, other	2			
TCB		321 - EMS call, excluding vehicle accident with injury	3			
TCB		322 - Motor vehicle accident with injuries	1			
TCP		300 - Rescue, EMS incident, other	1			
TCT		300 - Rescue, EMS incident, other	1			
UNC		321 - EMS call, excluding vehicle accident with injury	2			
			<b>Total: 67</b>	<b>Total: \$0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Basic Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)</b>						
VEHF		440 - Electrical wiring/equipment problem, other	1			
WIRES		440 - Electrical wiring/equipment problem, other	1			
			<b>Total: 2</b>	<b>Total: \$0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Basic Incident Type Category (FD1.21): 5 - Service Call</b>						
ALRWF		522 - Water or steam leak	1			
FLOOD		522 - Water or steam leak	1			
INVI		522 - Water or steam leak	1			
PA		542 - Animal rescue	1			
PA		551 - Assist police or other governmental agency	1			
TCA		500 - Service call, other	1			
			<b>Total: 6</b>	<b>Total: \$0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Basic Incident Type Category (FD1.21): 6 - Good Intent Call</b>						
ALRA		600 - Good intent call, other	1			
ALRA		611 - Dispatched and cancelled en route	7			

# CITY OF VERNON STATISTICS

## AUGUST 2022 TYPES AND TOTALS

Cad Initial	Cad Incident Type Description	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
ALRWF		600 - Good intent call, other	1			
ALRWF		611 - Dispatched and cancelled en route	4			
ALRWFR		611 - Dispatched and cancelled en route	1			
CP		600 - Good intent call, other	1			
EMS		600 - Good intent call, other	1			
GASO		600 - Good intent call, other	1			
INJA		611 - Dispatched and cancelled en route	1			
INVO		600 - Good intent call, other	1			
INVO		611 - Dispatched and cancelled en route	5			
STRC		611 - Dispatched and cancelled en route	3			
SZR		611 - Dispatched and cancelled en route	1			
TCA		600 - Good intent call, other	2			
TCA		611 - Dispatched and cancelled en route	3			
TCB		600 - Good intent call, other	3			
TCB		611 - Dispatched and cancelled en route	1			
			<b>Total: 37</b>	<b>Total: \$0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Basic Incident Type Category (FD1.21): 7 - False Alarm &amp; False Call</b>						
ALRA		700 - False alarm or false call, other	1			
ALRA		730 - System malfunction, other	1			
ALRA		735 - Alarm system sounded due to malfunction	1			
ALRA		744 - Detector activation, no fire - unintentional	3			
ALRMAN		735 - Alarm system sounded due to malfunction	1			
ALRWF		700 - False alarm or false call, other	1			
ALRWF		730 - System malfunction, other	8			
ALRWF		731 - Sprinkler activation due to malfunction	2			
ALRWF		735 - Alarm system sounded due to malfunction	2			
ALRWF		741 - Sprinkler activation, no fire - unintentional	1			
INVO		700 - False alarm or false call, other	1			
			<b>Total: 22</b>	<b>Total: \$0</b>	<b>Total: 0</b>	<b>Total: 0</b>
			<b>Total: 148</b>	<b>Total: \$2,000</b>	<b>Total: 0</b>	<b>Total: 0</b>

# Los Angeles County Fire Department

## CITY OF VERNON CITY DETAILS AUGUST 2022

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
08/01/22	LAC22257352	INJB	321 - EMS call, excluding vehicle accident with injury	East SLAUSON VERNON CA 90058	East SLAUSON Avenue	Q13		
08/01/22	LAC22257465	TCA	611 - Dispatched and cancelled en route	East VERNON VERNON CA 90058	East VERNON Avenue			
08/01/22	LAC22257486	TCA	611 - Dispatched and cancelled en route	South SOTO VERNON CA 90058	South SOTO Street	S13		
08/01/22	LAC22257673	SZR	300 - Rescue, EMS incident, other	5925 South ALCOA VERNON CA 90058	5925 South ALCOA Avenue	E13		
08/02/22	LAC22258365	CP	321 - EMS call, excluding vehicle accident with injury	3855 South SOTO VERNON CA 90058	3855 South SOTO Street	E52		
08/02/22	LAC22258413	TCA	322 - Motor vehicle accident with injuries	2770 East LEONIS VERNON CA 90058	2770 East LEONIS Boulevard	S13		
08/02/22	LAC22258562	EMS	600 - Good intent call, other	4317 South DOWNEY VERNON CA 90058	4317 South DOWNEY Road	E13		
08/02/22	LAC22258603	PA	355 - Confined space rescue	East 38TH VERNON CA 90058	East 38TH Street	E52		
08/02/22	LAC22258786	GRS	143 - Grass fire	4800 South ALAMEDA VERNON CA 90058	4800 South ALAMEDA Street	E52	0	0
08/02/22	LAC22259183	MISC1	131 - Passenger vehicle fire	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E52	2,000	0
08/03/22	LAC22259667	BEHAVB	321 - EMS call, excluding vehicle accident with injury	4489 BANDINI VERNON CA 90023	4489 BANDINI Boulevard	E27		
08/03/22	LAC22260307	ALRA	730 - System malfunction, other	2323 East 52ND VERNON CA 90058	2323 East 52ND Street	E52		
08/03/22	LAC22260480	VEHF	440 - Electrical wiring/equipment problem, other	SB 710 AT BANDINI VERNON CA 90058	SB 710 AT BANDINI Boulevard	Q3		
08/03/22	LAC22260525	INVO	600 - Good intent call, other	SANTA FE VERNON CA 90255	SANTA FE Avenue	E52		
08/04/22	LAC22260857	ALRWF	731 - Sprinkler activation due to malfunction	2638 East VERNON VERNON CA 90058	2638 East VERNON Avenue	E52		
08/04/22	LAC22261547	INVO	700 - False alarm or false call, other	2987 East LEONIS VERNON CA 90058	2987 East LEONIS Boulevard	E52		
08/04/22	LAC22261563	ARREST	321 - EMS call, excluding vehicle accident with injury	2775 East 26TH VERNON CA 90023	2775 East 26TH Street	E52		

**CITY OF VERNON STATISTICS**  
**AUGUST 2022 CITY DETAILS**

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
08/04/22	LAC22261906	ALRWF	522 - Water or steam leak	2230 East 38TH VERNON CA 90058	2230 East 38TH Street	E52		
08/04/22	LAC22261920	INJA	321 - EMS call, excluding vehicle accident with injury	5601 South DOWNEY VERNON CA 90058	5601 South DOWNEY Road	Q13		
08/05/22	LAC22262178	TCB	611 - Dispatched and cancelled en route	DISTRICT VERNON CA 90058	DISTRICT Boulevard	E13		
08/05/22	LAC22262306	ALRA	611 - Dispatched and cancelled en route	2323 East 52ND VERNON CA 90058	2323 East 52ND Street			
08/05/22	LAC22262371	INJA	321 - EMS call, excluding vehicle accident with injury	2619 East 37TH VERNON CA 90058	2619 East 37TH Street	S13		
08/05/22	LAC22262417	ALRWF	735 - Alarm system sounded due to malfunction	2240 East 38TH VERNON CA 90058	2240 East 38TH Street			
08/05/22	LAC22262646	TCB	600 - Good intent call, other	South SOTO VERNON CA 90058	South SOTO Street	E52		
08/05/22	LAC22262668	ALRMAN	735 - Alarm system sounded due to malfunction	2230 East 38TH VERNON CA 90058	2230 East 38TH Street	E52		
08/05/22	LAC22262803	SZR	321 - EMS call, excluding vehicle accident with injury	4320 South SANTA FE VERNON CA 90058	4320 South SANTA FE Avenue	E52		
08/06/22	LAC22263459	TCA	500 - Service call, other	South DOWNEY VERNON CA 90058	South DOWNEY Road	E13		
08/06/22	LAC22263565	ALRWF	321 - EMS call, excluding vehicle accident with injury	2019 East 48TH VERNON CA 90058	2019 East 48TH Street	E52		
08/06/22	LAC22263751	ALRA	611 - Dispatched and cancelled en route	4020 BANDINI VERNON CA 90023	4020 BANDINI Boulevard			
08/07/22	LAC22264539	EMS	300 - Rescue, EMS incident, other	2035 East 37TH VERNON CA 90058	2035 East 37TH Street	E52		
08/07/22	LAC22264667	EYE	321 - EMS call, excluding vehicle accident with injury	5353 South DOWNEY VERNON CA 90058	5353 South DOWNEY Road	E13		
08/07/22	LAC22265162	INJA	321 - EMS call, excluding vehicle accident with injury	5741 South 1ST VERNON CA 90058	5741 South 1ST Street	E52		
08/07/22	LAC22265370	ALRWF	735 - Alarm system sounded due to malfunction	2240 East 38TH VERNON CA 90058	2240 East 38TH Street	E52		

**CITY OF VERNON STATISTICS**  
**AUGUST 2022 CITY DETAILS**

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
08/07/22	LAC22265668	TCA	300 - Rescue, EMS incident, other	3770 East WASHINGTON VERNON CA 90023	3770 East WASHINGTON Boulevard	E27		
08/07/22	LAC22265701	ALRA	735 - Alarm system sounded due to malfunction	3003 East LEONIS VERNON CA 90058	3003 East LEONIS Boulevard	E52		
08/08/22	LAC22265956	INJA	321 - EMS call, excluding vehicle accident with injury	3030 East LEONIS VERNON CA 90058	3030 East LEONIS Boulevard	S13		
08/08/22	LAC22265998	ALRWF	730 - System malfunction, other	3851 South SANTA FE VERNON CA 90058	3851 South SANTA FE Avenue			
08/08/22	LAC22266503	BACKA	300 - Rescue, EMS incident, other	3851 South SOTO VERNON CA 90058	3851 South SOTO Street	S13		
08/08/22	LAC22266798	STRC	611 - Dispatched and cancelled en route	South SOTO VERNON CA 90058	South SOTO Street	E9		
08/09/22	LAC22267093	ALRA	611 - Dispatched and cancelled en route	2300 East VERNON VERNON CA 90058	2300 East VERNON Avenue			
08/09/22	LAC22267220	CP	321 - EMS call, excluding vehicle accident with injury	3141 East 44TH VERNON CA 90058	3141 East 44TH Street	S13		
08/09/22	LAC22267395	ABDB	321 - EMS call, excluding vehicle accident with injury	3850 South SANTA FE VERNON CA 90058	3850 South SANTA FE Avenue	E52		
08/09/22	LAC22267535	ABDA	321 - EMS call, excluding vehicle accident with injury	3113 East 26TH VERNON CA 90023	3113 East 26TH Street	S13		
08/09/22	LAC22267608	EMS	321 - EMS call, excluding vehicle accident with injury	East 50TH VERNON CA 90058	East 50TH Street	S13		
08/09/22	LAC22267693	ALRA	744 - Detector activation, no fire - unintentional	5124 South PACIFIC VERNON CA 90058	5124 South PACIFIC Boulevard	E52		
08/09/22	LAC22267826	SICKB	321 - EMS call, excluding vehicle accident with injury	4301 South SANTA FE VERNON CA 90058	4301 South SANTA FE Avenue	E52		
08/09/22	LAC22267982	TCB	600 - Good intent call, other	East LEONIS VERNON CA 90058	East LEONIS Boulevard	E13		
08/09/22	LAC22268412	SICKB	321 - EMS call, excluding vehicle accident with injury	5685 South ALCOA VERNON CA 90058	5685 South ALCOA Avenue	E13		
08/10/22	LAC22268687	SICKA	321 - EMS call, excluding vehicle accident with injury	4401 South DOWNEY VERNON CA 90058	4401 South DOWNEY Road	S13		

**CITY OF VERNON STATISTICS**  
**AUGUST 2022 CITY DETAILS**

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
08/10/22	LAC22269178	911	321 - EMS call, excluding vehicle accident with injury	5102 DISTRICT VERNON CA 90058	5102 DISTRICT Boulevard	E13		
08/10/22	LAC22269373	STRC	111 - Building fire	5102 DISTRICT VERNON CA 90058	5102 DISTRICT Boulevard	E13		
08/11/22	LAC22269789	TCT	300 - Rescue, EMS incident, other	Pacific East LEONIS VERNON CA 90058	Pacific East LEONIS Boulevard	S13		
08/11/22	LAC22270058	MISC1	118 - Trash or rubbish fire, contained	4879 FRUITLAND VERNON CA 90058	4879 FRUITLAND Avenue	E163		
08/11/22	LAC22270469	ALRA	700 - False alarm or false call, other	5688 South BOYLE VERNON CA 90058	5688 South BOYLE Avenue	E13		
08/12/22	LAC22271108	GRS	150 - Outside rubbish fire, other	2909 East LEONIS VERNON CA 90058	2909 East LEONIS Boulevard	E52		
08/12/22	LAC22271130	STRC	118 - Trash or rubbish fire, contained	South SOTO VERNON CA 90058	South SOTO Street	E52		
08/12/22	LAC22271143	INVO	611 - Dispatched and cancelled en route	East VERNON VERNON CA 90058	East VERNON Avenue	E13		
08/12/22	LAC22271172	ALRA	611 - Dispatched and cancelled en route	3365 East SLAUSON VERNON CA 90058	3365 East SLAUSON Avenue			
08/12/22	LAC22271197	TCB	300 - Rescue, EMS incident, other	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard	E27		
08/12/22	LAC22271821	TCA	321 - EMS call, excluding vehicle accident with injury	4927 South PACIFIC VERNON CA 90058	4927 South PACIFIC Boulevard	E52		
08/13/22	LAC22272281	DB	321 - EMS call, excluding vehicle accident with injury	3344 BANDINI VERNON CA 90023	3344 BANDINI Boulevard	S13		
08/13/22	LAC22272371	ALRWF	741 - Sprinkler activation, no fire - unintentional	2209 East 37TH VERNON CA 90058	2209 East 37TH Street	E52		
08/13/22	LAC22272692	INVO		South ALAMEDA VERNON CA 90058	South ALAMEDA Street			
08/13/22	LAC22272837	MISC1	150 - Outside rubbish fire, other	East 44TH VERNON CA 90058	East 44TH Street	E13		
08/13/22	LAC22273077	INJB	321 - EMS call, excluding vehicle accident with injury	5008 South BOYLE VERNON CA 90058	5008 South BOYLE Avenue	E27		
08/14/22	LAC22273590	TCB	321 - EMS call, excluding vehicle accident with injury	4228 DISTRICT VERNON CA 90058	4228 DISTRICT Boulevard	S13		
08/14/22	LAC22273604	INJA	300 - Rescue, EMS incident, other	4550 MAYWOOD VERNON CA 90058	4550 MAYWOOD Avenue	Q13		

**CITY OF VERNON STATISTICS**  
**AUGUST 2022 CITY DETAILS**

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
08/14/22	LAC22273609	MAT	321 - EMS call, excluding vehicle accident with injury	3165 East SLAUSON VERNON CA 90058	3165 East SLAUSON Avenue	Q13		
08/14/22	LAC22273613	CP	600 - Good intent call, other	4550 MAYWOOD VERNON CA 90058	4550 MAYWOOD Avenue	S13		
08/14/22	LAC22274143	TCB	322 - Motor vehicle accident with injuries	50th South DOWNEY VERNON CA 90058	50th South DOWNEY Road	E13		
08/14/22	LAC22274410	ALRWF	700 - False alarm or false call, other	4614 East 48TH VERNON CA 90058	4614 East 48TH Street	E13		
08/15/22	LAC22274921	ALRWF	611 - Dispatched and cancelled en route	4614 East 48TH VERNON CA 90058	4614 East 48TH Street			
08/15/22	LAC22275014	FLOOD	522 - Water or steam leak	4609 HAMPTON VERNON CA 90058	4609 HAMPTON Street	E52		
08/15/22	LAC22275032	EMS	321 - EMS call, excluding vehicle accident with injury	4333 MAYWOOD VERNON CA 90058	4333 MAYWOOD	S13		
08/15/22	LAC22275251	INVO	611 - Dispatched and cancelled en route	South SOTO VERNON CA 90023	South SOTO Street			
08/16/22	LAC22276270	ALRWF	611 - Dispatched and cancelled en route	5383 South ALCOA VERNON CA 90058	5383 South ALCOA Avenue			
08/16/22	LAC22276481	ALRA	600 - Good intent call, other	2638 East VERNON VERNON CA 90058	2638 East VERNON Avenue	E52		
08/16/22	LAC22276504	ALRWFR	611 - Dispatched and cancelled en route	2638 East VERNON VERNON CA 90058	2638 East VERNON Avenue			
08/16/22	LAC22277133	PA	551 - Assist police or other governmental agency	2454 East 27TH VERNON CA 90058	2454 East 27TH Street	E52		
08/17/22	LAC22277373	TCA	600 - Good intent call, other	South DOWNEY VERNON CA 90023	South DOWNEY Road	Q13		
08/17/22	LAC22277407	INVO	611 - Dispatched and cancelled en route	South SOTO VERNON CA 90023	South SOTO Street			
08/17/22	LAC22277833	INJA	611 - Dispatched and cancelled en route	East 26TH VERNON CA 90023	East 26TH Street	S13		
08/17/22	LAC22277891	INJA	300 - Rescue, EMS incident, other	2800 South SIERRA PINE VERNON CA 90023	2800 South SIERRA PINE Avenue	S13		
08/17/22	LAC22277923	TCA	300 - Rescue, EMS incident, other	2419 East 28TH VERNON CA 90058	2419 East 28TH Street	E52		
08/17/22	LAC22278177	TCB	600 - Good intent call, other	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard	E27		

**CITY OF VERNON STATISTICS**  
**AUGUST 2022 CITY DETAILS**

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
08/17/22	LAC22278181	SZR	611 - Dispatched and cancelled en route	2600 East 28TH VERNON CA 90058	2600 East 28TH Street	E52		
08/18/22	LAC22278568	SICKA	300 - Rescue, EMS incident, other	3344 BANDINI VERNON CA 90023	3344 BANDINI Boulevard	S13		
08/18/22	LAC22278648	UNC	321 - EMS call, excluding vehicle accident with injury	2200 East 55TH VERNON CA 90058	2200 East 55TH Street	S164		
08/18/22	LAC22279188	TCA	322 - Motor vehicle accident with injuries	South INDIANA VERNON CA 90023	South INDIANA Street	S13		
08/19/22	LAC22280112	ALRA	744 - Detector activation, no fire - unintentional	2101 East 38TH VERNON CA 90058	2101 East 38TH Street	E52		
08/19/22	LAC22280176	DB	321 - EMS call, excluding vehicle accident with injury	25TH ST VERNON CA 90058	25TH ST Street	E52		
08/19/22	LAC22280642	INJA	321 - EMS call, excluding vehicle accident with injury	4366 East 26TH VERNON CA 90023	4366 East 26TH Street	E27		
08/20/22	LAC22281760	DB	300 - Rescue, EMS incident, other	GIFFORD VERNON CA 90058	GIFFORD Avenue	E163		
08/20/22	LAC22281909	INVO	611 - Dispatched and cancelled en route	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard			
08/20/22	LAC22282030	TCB	300 - Rescue, EMS incident, other	1943 East 55TH VERNON CA 90058	1943 East 55TH Street	E52		
08/21/22	LAC22282286	UNC	321 - EMS call, excluding vehicle accident with injury	2141 East 51ST VERNON CA 90058	2141 East 51ST Street	E52		
08/21/22	LAC22282319	STRC	100 - Fire, other	South SOTO VERNON CA 90058	South SOTO Street	E13		
08/21/22	LAC22282647	PA	542 - Animal rescue	2080 East 49TH VERNON CA 90058	2080 East 49TH Street	E52		
08/21/22	LAC22282871	TCA	322 - Motor vehicle accident with injuries	East SLAUSON VERNON CA 90058	East SLAUSON Avenue	S13		
08/22/22	LAC22283557	ALRWF	730 - System malfunction, other	5225 South SOTO VERNON CA 90058	5225 South SOTO Street	E13		
08/22/22	LAC22283645	INJA	321 - EMS call, excluding vehicle accident with injury	5865 South ALCOA VERNON CA 90058	5865 South ALCOA Avenue	E13		
08/22/22	LAC22283809	TCP	300 - Rescue, EMS incident, other	3838 South SANTA FE VERNON CA 90058	3838 South SANTA FE Avenue	E52		
08/22/22	LAC22284133	INVO	611 - Dispatched and cancelled en route	East 55TH VERNON CA 90058	East 55TH Street	E52		

**CITY OF VERNON STATISTICS**  
**AUGUST 2022 CITY DETAILS**

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
08/22/22	LAC22284208	OD	322 - Motor vehicle accident with injuries	2680 South BONNIE BEACH VERNON CA 90023	2680 South BONNIE BEACH Place	S13		
08/23/22	LAC22284674	SICKB	300 - Rescue, EMS incident, other	BANDINI VERNON CA 90023	BANDINI Boulevard	E52		
08/23/22	LAC22284830	ALRA	611 - Dispatched and cancelled en route	PENNINGTON VERNON CA 90040	PENNINGTON Way			
08/23/22	LAC22284906	WIRES	440 - Electrical wiring/equipment problem, other	East 26TH VERNON CA 90023	East 26TH Street	E52		
08/23/22	LAC22285506	SZR	321 - EMS call, excluding vehicle accident with injury	3375 East SLAUSON VERNON CA 90058	3375 East SLAUSON Avenue	S13		
08/24/22	LAC22285905	TCB	321 - EMS call, excluding vehicle accident with injury	3301 East VERNON VERNON CA 90058	3301 East VERNON Avenue	E52		
08/24/22	LAC22286261	INJA	321 - EMS call, excluding vehicle accident with injury	4901 BANDINI VERNON CA 90201	4901 BANDINI Boulevard	E27		
08/24/22	LAC22286389	TCA	321 - EMS call, excluding vehicle accident with injury	0 FRUITLAND VERNON CA 90058	0 FRUITLAND Avenue	E13		
08/24/22	LAC22286928	TCB	321 - EMS call, excluding vehicle accident with injury	South SANTA FE VERNON CA 90058	South SANTA FE Avenue	E52		
08/24/22	LAC22286938	TREE	118 - Trash or rubbish fire, contained	1995 East VERNON VERNON CA 90058	1995 East VERNON Avenue	E13		
08/25/22	LAC22287020	GRS	143 - Grass fire	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E52		
08/25/22	LAC22287078	ALRWF	600 - Good intent call, other	4408 BANDINI VERNON CA 90023	4408 BANDINI Boulevard	E27		
08/25/22	LAC22287087	ALRA	744 - Detector activation, no fire - unintentional	2665 East LEONIS VERNON CA 90058	2665 East LEONIS Boulevard	E52		
08/25/22	LAC22287099	GRS	100 - Fire, other	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard	E27		
08/25/22	LAC22287128	TCA	600 - Good intent call, other	1 South ATLANTIC VERNON CA 90040	1 South ATLANTIC Boulevard	E27		
08/25/22	LAC22287140	ALRWF	730 - System malfunction, other	4622 South ALCOA VERNON CA 90058	4622 South ALCOA Avenue			
08/25/22	LAC22287158	ALRWF	611 - Dispatched and cancelled en route	4614 East 48TH VERNON CA 90058	4614 East 48TH Street	E13		

**CITY OF VERNON STATISTICS**  
**AUGUST 2022 CITY DETAILS**

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
08/25/22	LAC22287323	SICKA	321 - EMS call, excluding vehicle accident with injury	East VERNON VERNON CA 90058	East VERNON Avenue	S13		
08/25/22	LAC22287633	ALRWF	730 - System malfunction, other	4401 South DOWNEY VERNON CA 90058	4401 South DOWNEY Road	E13		
08/26/22	LAC22288259	STRC	611 - Dispatched and cancelled en route	5800 South BOYLE VERNON CA 90058	5800 South BOYLE Avenue	E165		
08/26/22	LAC22288294	ALRWF	730 - System malfunction, other	4622 South ALCOA VERNON CA 90058	4622 South ALCOA Avenue	E13		
08/26/22	LAC22288470	ALRWF	730 - System malfunction, other	4622 South ALCOA VERNON CA 90058	4622 South ALCOA Avenue	E13		
08/26/22	LAC22289221	ALRWF	730 - System malfunction, other	5151 South ALCOA VERNON CA 90058	5151 South ALCOA Avenue			
08/26/22	LAC22289310	ALRA	611 - Dispatched and cancelled en route	5151 South ALCOA VERNON CA 90058	5151 South ALCOA Avenue	E13		
08/27/22	LAC22289977	STRC	611 - Dispatched and cancelled en route	2535 East 28TH VERNON CA 90058	2535 East 28TH Street	BC13		
08/27/22	LAC22290501	GASO	600 - Good intent call, other	2550 East 28TH VERNON CA 90058	2550 East 28TH Street	E52		
08/28/22	LAC22291008	TCA	611 - Dispatched and cancelled en route	SB 710 AT BANDINI VERNON CA 90058	SB 710 AT BANDINI Boulevard	E27		
08/28/22	LAC22291858	INVO	150 - Outside rubbish fire, other	4900 South SOTO VERNON CA 90058	4900 South SOTO Street	E13		
08/29/22	LAC22292052	ALRWF	731 - Sprinkler activation due to malfunction	2300 East 48TH VERNON CA 90058	2300 East 48TH Street	E52		
08/29/22	LAC22292407	EMS	321 - EMS call, excluding vehicle accident with injury	3308 BANDINI VERNON CA 90023	3308 BANDINI Boulevard	S13		
08/29/22	LAC22292509	ALRWF	611 - Dispatched and cancelled en route	5225 South SOTO VERNON CA 90058	5225 South SOTO Street			
08/29/22	LAC22292875	SICKA	321 - EMS call, excluding vehicle accident with injury	25TH VERNON CA 90058	25TH Street	E52		
08/30/22	LAC22293278	ALRA	611 - Dispatched and cancelled en route	2929 East LEONIS VERNON CA 90058	2929 East LEONIS Boulevard			
08/30/22	LAC22293345	INJA	321 - EMS call, excluding vehicle accident with injury	2727 East VERNON VERNON CA 90058	2727 East VERNON Avenue	S13		
08/30/22	LAC22293393	ARREST	321 - EMS call, excluding vehicle accident with injury	2900 AYERS VERNON CA 90023	2900 AYERS Avenue	S13		

## CITY OF VERNON STATISTICS

### AUGUST 2022 CITY DETAILS

[illegible]

## **City Council Agenda Item Report**

Submitted by: Donna Aggers  
Submitting Department: Police Department  
Meeting Date: October 18, 2022

### **SUBJECT**

Police Department Activity Report

### **Recommendation:**

Receive and file the August 2022 Police Department Activity Report.

### **Background:**

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

### **Fiscal Impact:**

There is no fiscal impact associated with this report.

### **Attachments:**

1. [Police Activity Report - August 2022](#)

# VERNON POLICE DEPARTMENT

## Department Activity Report

*First Date:* 08/01/2022

*Jurisdiction:* VERNON

*Last Date:* 08/31/2022

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
VPD			
10-6	OFFICER IS 10-6 C7,961,962,10-10, WASH, EQUIPM	206	200
10-96C	10-96 CHARLES (CITY HALL SECURITY CHECK)	9	9
10-96H	PICK UP THE JAIL PAPER WORK FROM HP JAIL	7	7
140	SUPPLEMENTAL REPORT	5	4
20001	INJURY HIT AND RUN	4	2
20001R	INJURY HIT AND RUN REPORT	2	1
20002	NON-INJURY HIT AND RUN	12	5
20002R	NON-INJURY HIT AND RUN REPORT	21	10
207	KIDNAPPING	2	1
207R	KIDNAPPING REPORT	2	1
211	ROBBERY	9	2
211R	ROBBERY REPORT	3	1
240	ASSAULT	3	1
242	BATTERY	3	1
242R	BATTERY REPORT	5	3
245R	ASSAULT WITH A DEADLY WEAPON REPORT	16	2
273.5R	DOMESTIC VIOLENCE REPORT	5	2
314	INDECENT EXPOSURE	5	2
415	DISTURBING THE PEACE	46	16
417	BRANDISHING A WEAPON	6	1
459	BURGLARY	41	9
459A	AUDIBLE BURGLARY ALARM	277	164
459R	BURGLARY REPORT	33	16
459S	SILENT BURGLARY ALARM	11	7
459V	BURGLARY TO A VEHICLE	2	1
459VR	BURGLARY TO A VEHICLE REPORT	36	22
476R	FRAUD REPORT	4	3
484	PETTY THEFT	8	3
484R	PETTY THEFT REPORT	9	7
487	GRAND THEFT	5	1
487R	GRAND THEFT REPORT	22	14
586	PARKING PROBLEM	104	86
586E	PARKING ENFORCEMENT	2	2
594	VANDALISM	15	4
594R	VANDALISM REPORT	18	13
602	TRESPASS	90	37
647F	DRUNK IN PUBLIC	3	2
653MR	ANNOYING PHONE CALLS REPORT	1	1
901	UNKNOWN INJURY TRAFFIC COLLISION	1	1
901T	INJURY TRAFFIC COLLISION	27	9
901TR	INJURY TRAFFIC COLLISION REPORT	15	5
902T	NON-INJURY TRAFFIC COLLISION	90	50
902TR	NON-INJURY TRAFFIC COLLISION REPORT	4	3
909C	TRAFFIC CONTROL	2	1
909E	TRAFFIC ENFORCEMENT	28	24
909T	TRAFFIC HAZARD	4	4
911	911 MISUSE / HANGUP	3	2

# VERNON POLICE DEPARTMENT

## Department Activity Report

*First Date:* 08/01/2022

*Jurisdiction:* VERNON

*Last Date:* 08/31/2022

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
<b>VPD</b>			
911A	CONTACT THE REPORTING PARTY	30	20
911NR	911 CALL NO RESPONSE REQUIRED	2	1
917A	ABANDONED VEHICLE	5	3
925	SUSPICIOUS CIRCUMSTANCES	65	27
927	UNKNOWN TROUBLE	8	3
A459R	ATTEMPT BURGLARY REPORT	4	2
A487R	ATTEMPT GRAND THEFT REPORT	1	1
AGTAR	ATTEMPT GRAND THEFT AUTO REPORT	2	1
ASSISTFD	ASSIST FIRE DEPARTMENT	45	18
BOSIG	BROKEN SIGNAL OR LIGHT	10	8
BOVEH	BROKEN DOWN VEHICLE	20	19
CITCK	CITATION CHECK	1	1
CIVIL	CIVIL MATTER	2	1
CODE5	SURVEILLANCE/STAKE-OUT	1	1
COP	COP DETAIL	1	1
DET	DETECTIVE INVESTIGATION	60	30
DETAIL	DETAIL	10	7
DPTAST	DEPARTMENTAL ASSIST	23	10
DUI	DRIVING UNDER THE INFLUENCE	3	2
DUI CKPT	DUI CHECK POINT	2	1
DUITRAFFIC	DUI CHECK POINT TRAFFIC	8	6
FILING	OFFICER IS 10-6 REPORT WRITING	158	155
FOUND	FOUND PROPERTY REPORT	1	1
FU	FOLLOW UP	26	18
GTA	GRAND THEFT AUTO	2	1
GTAR	GRAND THEFT AUTO REPORT	18	14
HBC	HAILED BY A CITIZEN	11	7
ILLDPG RPT	ILLEGAL DUMPING REPORT	4	2
KTP	KEEP THE PEACE	7	3
LOCATE	LOCATED VERNON STOLEN VEHICLE / PLATES VI	6	5
LOJACK	LOJACK HIT	3	2
LPR	LICENSE PLATE READER	7	4
PANIC ALARM	PANIC ALARM/DURESS ALARM	12	5
PAPD	PUBLIC ASSIST-POLICE	44	27
PATCK	PATROL CHECK	274	234
PEDCK	PEDESTRIAN CHECK	80	43
PLATE	LOST OR STOLEN PLATES REPORT	1	1
PRSTRAN	PRISONER TRANSPORTED	14	12
REC	RECOVERED STOLEN VEHICLE IN THE FIELD	34	16
RECKLESS DF	RECKLESS DRIVING (23103)	8	5
REPO	REPOSSESSION	1	1
REPORTS	RECORDS AND CHIEFS REPORTS	1	1
ROADRAGE	ROAD RAGE	1	1
RR	RAIL ROAD PROBLEM	8	7
SEAACA	SEAACA ANIMAL CALLS	2	1
SRMET	SRMET DETAIL	37	31
SUICIDAL SUE	SUICIDAL SUBJECT	3	1

# VERNON POLICE DEPARTMENT

## Department Activity Report

First Date: 08/01/2022

Jurisdiction: VERNON

Last Date: 08/31/2022

Department	Complaint		All Units	Primary Unit
	Type	Description		
VPD				
	TRAFFIC STO	TRAFFIC STOP	266	214
	UNATTACHED	UNATTACHED TRAILER	1	1
	VCK	VEHICLE CHECK	149	119
	VEH RELEASE	VEHICLE RELEASE	4	3
	VMCVIO	VERNON MUNICIPAL CODE VIOLATION	8	5
	WELCK	WELFARE CHECK	45	18
Department:			2765	1883
Overall:			2765	1883

# VERNON POLICE DEPARTMENT

## Police Activity Report

**Period Ending: 8/31/22**

### TRAFFIC COLLISIONS

<u>TOTAL</u>	<u>NO.</u>
NON-INJURY	29
INJURY	9
Persons Injured	14
Pedestrian	1
Fatalities	0
City Property Damage	5
Hit & Run (Felony)	2
Hit & Run (Misdemeanor)	7

### PROPERTY RECOVERED

VEHICLES: \$ 299,701.00

### VEHICLES STORED

Unlicensed Driver/Impounded Vehicle	29
Unattached Trailer	0
Abandoned/Stored Vehicle	24
Traffic Hazard	0

### PROPERTY RECOVERED FOR

### OTHER DEPARTMENTS

VEHICLES: \$ 193,300.00

### CITATIONS

Citations Iss (Prisoner Release)	26
Citations Iss (Other Violations)	0
Parking	98
Hazardous	85
Non-Hazardous	68
Citations Iss (Moving)	153
Citations Iss (Total)	251

### CASES CLEARED BY ARREST

AR22-242	CR22-1362	459 PC	AR22-259	CR22-1451	11364 HS
AR22-244	CR22-1734	11377(A) HS	AR22-260	CR22-1454	11364 HS
AR22-245	CR22-1378	11364(A) HS	AR22-261	CR22-1457	594(B) PC
AR22-246	CR22-1384	211 PC	AR22-263	CR22-1460	11377 HS
AR22-247	CR22-1341	273.5 PC	AR22-264	CR22-1464	11364 HS
AR22-248	CR22-1385	243(B) PC	AR22-266	CR22-1472	594(B)(1) PC
AR22-249	CR22-1402	664/245 PC	AR22-267	CR22-1478	487(A) PC
AR22-250	CR22-1403	14601 VC	AR22-268	CR22-1491	11364(A) HS
AR22-251	CR22-1404	14601.2(A) VC	AR22-269	CR22-1499	459 PC
AR22-252	CR22-1416	10851(A) VC	AR22-271	CR22-1503	245(A)(4) PC
AR22-253	CR22-1406	211 PC	AR22-272	CR22-1522	11364 HS
AR22-255	CR22-1433	836/459 PC	AR22-274	CR22-1528	14601.2(A) VC
AR22-256	CR22-1438	166(A)4 PC	AR22-275	CR22-1489	459 PC
AR22-258	CR22-1450	11364 HS	AR22-276	CR22-1536	14601.2(A) VC

**CASES CLEARED BY ARREST (continued)**

AR22-277	CR22-1537	14601.2(A) VC
AR22-278	CR22-1538	14601.2(A) VC
AR22-279	CR22-1540	14601.2(A) VC
AR22-280	CR22-1542	594(A) PC
AR22-281	CR22-1552	11377 HS
AR22-283	CR22-1572	14601.2 VC
AR22-284	CR22-1571	273.5(A) PC
AR22-285	CR22-1579	273.5(A) PC

VERNON POLICE DEPARTMENT  
**REPORT FOR PERSONS ARRESTED**  
 PERIOD ENDING: 08/31/2022

ADULT FELONY ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
ARSON			
ASSAULT	2		
BURGLARY (& ATTEMPTED)	4		
CORPORAL INJURY ON SPOUSE/COHABITANT	3		
DRIVING UNDER THE INFLUENCE w/ INJURY	1		
EMBEZZLEMENT			
GRAND THEFT: AUTO (& ATTEMPTED)	1		
GRAND THEFT: PROPERTY (& ATTEMPTED)	1		
HIT/RUN			
PAROLE HOLD			
POSSESSION OF STOLEN PROPERTY			
RESISTING/OBSTRUCTING			
ROBBERY	2		
SEXUAL BATTERY			
VANDALISM	1		
WARRANT (VERNON)	2		
WARRANT (OUTSIDE AGENCY)	2		
WEAPONS			
<b>TOTAL FELONY ARRESTS</b>	<b>19</b>	<b>0</b>	<b>19</b>

ADULT MISDEMEANOR ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
ASSAULT	1		
CARRY LOADED FIREARM PERSON/VEH			
DISPLAY UNLAWFUL VEH REGISTRATION			
DRIVING WITH SUSPENDED LICENSE	8		
DRUNK IN PUBLIC			
DUI	2		
FAIL TO SIGN CITATION			
MAIL THEFT			
OPERATE VEHICLE W/O INTERLOCK DEV			
PETTY THEFT			
POSSESSION OF NARCOTICS	3		
POSSESSION OF PARAPHERNALIA	7		
POSSESSION OF STOLEN PROPERTY			
POSSESSION OF SUBT SIMILAR TO TOLUENE			
RECKLESS DRIVING			
RESISTING/OBSTRUCTING			
SPEED CONTEST			
THREATS			
THROW SUBSTANCE AT VEHICLE			
TRESPASSING			
UNDETECTABLE FIREARM			
VANDALISM	2		
VIOLATE COURT ORDER	1		
WARRANT (OUTSIDE AGENCY)			
WARRANT (VERNON)	1		
<b>TOTAL MISD. ARRESTS</b>	<b>25</b>	<b>0</b>	<b>25</b>

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

TOTAL FELONY ARRESTS (ADULT) TO DATE:	107
TOTAL MISDEMEANOR ARRESTS (ADULT) TO DATE:	177
TOTAL JUVENILES DETAINED (FELONY AND MISDEMEANOR) TO DATE:	0
TOTAL ARRESTS AND DETAINED JUVENILES (FELONY AND MISDEMEANOR) TO DATE:	0

# VERNON POLICE DEPARTMENT

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

First Date: 08/01/2022

Jurisdiction: VERNON

Last Date: 08/01/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220814774												
	RPT	08/01/2022	06:15:04	MODERNICA								
	1015	459		2901 SACO, VERNON								
			VPD	OURIQUE,CARLO	*48W	06:15:20	06:15:40	06:17:44			07:25:20	
			VPD	FLORES,TERESA	41E		06:19:14	06:19:27			06:51:33	
			VPD		43W		06:58:14	07:00:48				08:10:20
			VPD	SALDANA,CARLO	47	06:15:30	06:15:41	06:17:04			07:42:30	
			VPD	ESTRADA,IGNACI	S2			06:20:16			06:38:17	
20220814779												
	RPT	08/01/2022	07:26:30	AMADO TRUCKING								
		459V		3240 BANDINI BL, VERNON								
			VPD	GODOY,RAYMON	*32E	07:27:23	07:27:33				07:28:40	
			VPD	LUCAS,JASON	22		07:28:36	07:46:55				08:04:30
20220814784												
	RPT	08/01/2022	08:43:29	SS CUSTOM FURNITURE								
		459R		2059 E 37TH, VERNON								
			VPD	LUCAS,JASON	*22		08:46:20				08:47:00	
			VPD	MANNINO,NICHOI	43W		08:46:58	08:55:11				09:42:57
20220814786												
	RPT	08/01/2022	09:09:02	NEW TENANT								
		594R		2856 E 54TH, VERNON								
			VPD	GODOY,RAYMON	*32E	09:14:34	09:16:48	09:27:23				10:02:08
20220814787												
	RPT	08/01/2022	09:10:57	SHAGHAL								
		459R		2034 E 27TH, VERNON								
			VPD	LUCAS,JASON	*22		09:35:33	09:36:34				10:28:28
			VPD		48		09:16:43				09:18:53	
20220814791												

# VERNON POLICE DEPARTMENT

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

First Date: 08/01/2022

Jurisdiction: VERNON

Last Date: 08/01/2022

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address		Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
		Dep	Officer	Unit									
20220814791													
	RPT		08/01/2022	10:02:23	TRATTORIA								
			459R		2501 S SANTA FE AV, VERNON								
				VPD	GODOY,RAYMON	*32E	10:03:01	10:03:09	10:09:15				10:27:41
20220814793													
	RPT		08/01/2022	10:17:53	APS								
	1015		415		3165 E SLAUSON AV, VERNON								
				VPD	MANNINO,NICHOI	*43W		10:20:05	10:22:11			10:43:23	
				VPD	LUCAS,JASON	22		10:28:31	10:29:30			10:50:47	
				VPD	GODOY,RAYMON	32E		10:27:45	10:35:12				11:17:11
				VPD	CERDA,EUGENIO	MET1		10:20:45	10:22:34			10:43:33	
20220814816													
	RPT		08/01/2022	15:07:43									
			140		2410 E 38TH, VERNON								
				VPD	MANNINO,NICHOI	*43W			15:07:43				15:29:44
20220814822													
	VREC		08/01/2022	18:17:17	RIVERSIDE CO/RIVERA TOWING								
			LOCATE		21501TEMESCAL CANYON RD, VERNON								
20220814824													
	VOID		08/01/2022	19:58:38	ALFONSO								
			273.5R		3386 E 50TH, VERNON								
				VPD	CERDA,PAUL,JR	*32W	19:59:44	20:02:14				21:13:45	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/02/2022

Jurisdiction: VERNON

Last Date: 08/02/2022

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20220814844														
	RPT		08/02/2022	00:54:43										
	VS		VCK	4727 E 48TH, VERNON										
			VPD	OURIQUE,CARLO	*48									
								00:54:43			01:22:21			
20220814864														
	CITY		08/02/2022	07:26:59	UNK									
	VS		901T	2770 LEONIS BL, VERNON										
	RPT													
				VPD	GODOY,RAYMON	*41W	07:27:37	07:28:08	07:29:39		08:36:41			
				VPD		48	07:27:39	07:28:10	07:29:59		08:36:43			
				VPD	CROSS,JEREMY	S3			07:36:39		08:58:19			
20220814869														
	RPT		08/02/2022	08:42:16	T-MOBILE USA, INC.									
			927	1925 E VERNON AV, VERNON										
				VPD	GODOY,RAYMON	*41W	08:44:48	08:45:14	09:03:26		11:45:08	12:51:03		
				VPD	MANNINO,NICHOL	48	08:44:50	08:45:16	08:51:39			12:51:04		
				VPD	CROSS,JEREMY	S3			08:58:20			12:51:04		
				VPD	ENCINAS,ANTHONI	S6			09:04:42			12:51:04		
20220814871														
	RPT		08/02/2022	09:07:31	TORGOM TRADING CO									
			459R	5175 S SOTO, VERNON										
				VPD	VASQUEZ,LUIS	*43	09:46:44	09:46:56	09:54:45		10:31:12			
				VPD	DISPATCH	DISP			10:30:51			10:35:46		
20220814882														
	1015		08/02/2022	13:05:46	VACANT BUILDING									
	RPT		602	3810 S SANTA FE AV, VERNON										
	CITE													
				VPD	CROSS,JEREMY	*S3	13:07:26	13:07:29	13:25:37		13:50:55			
				VPD	LUCAS,JASON	22E		13:09:21	13:10:27		13:52:15			
				VPD	GODOY,RAYMON	41W		13:09:11	13:10:47		14:02:00			

# VERNON POLICE DEPARTMENT

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

Jurisdiction:		VERNON		First Date:		08/02/2022						
Last Date:		08/02/2022										
Call Number	Disp	Ten	Received	Caller		Unit Time						
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220814882												
1015		08/02/2022	13:05:46	VACANT BUILDING								
RPT		602		3810 S SANTA FE AV, VERNON				Department	OCA Number	RMS Juris		
CITE								VPD	CR22-1374	CA0197300		
			VPD	VASQUEZ,LUIS	43		13:08:43	13:09:35				15:26:23
			VPD	MANNINO,NICHOI	48			13:19:39			14:07:12	
			VPD	ENCINAS,ANTHOI	S6	13:07:27	13:07:31	13:25:35			13:50:57	
20220814883												
RPT		08/02/2022	13:26:54	PACIFIC DESIGNS								
		459VR		3228 E 50TH, VERNON				Department	OCA Number	RMS Juris		
			VPD	MANNINO,NICHOI	*48	14:07:33	14:07:33	14:59:57			14:20:15	15:25:16
			VPD	GODOY,RAYMON	41W	14:31:51	14:31:53				14:32:24	
20220814888												
RPT		08/02/2022	14:10:23	SIRIUSXM CVS TELEMATICS CALL CTR								
		902T		2830 S ATLANTIC BL, VERNON				Department	OCA Number	RMS Juris		
			VPD	LUCAS,JASON	*22E	14:14:10	14:14:11	14:16:27				15:14:30
			VPD	GODOY,RAYMON	41W		14:32:29	14:41:37			15:13:28	
			VPD	MANNINO,NICHOI	48			14:20:36			14:44:55	
20220814889												
VREC		08/02/2022	14:49:19	UNK								
		LOCATE		676 S SCHOOL AVE, LOS ANGELES								
			VPD	RECORDS BUREAU	*RECD			14:49:56				18:52:58
20220814891												
VREC		08/02/2022	15:27:09	GILBERT'S AUTO BODY								
		REC		2357 E SLAUSON AV, VERNON				Department	OCA Number	RMS Juris		
			VPD	MANNINO,NICHOI	*48	15:33:40					15:33:51	
			VPD	LUCAS,JASON	22E		15:33:49	15:51:42			17:15:20	
			VPD	GODOY,RAYMON	41W		16:01:18	16:09:49			16:44:45	
20220814907												

# VERNON POLICE DEPARTMENT

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

<i>Jurisdiction:</i>		VERNON		<i>First Date:</i>		08/02/2022						
				<i>Last Date:</i>		08/02/2022						
<i>Call Number</i>	<i>Disp</i>	<i>Ten</i>	<i>Received</i>	<i>Caller</i>								
		<i>Code</i>	<i>Complaint</i>	<i>Address</i>		<i>Unit Time</i>						
			<i>Dep</i>	<i>Officer</i>	<i>Unit</i>	<i>Dispatch</i>	<i>Enroute</i>	<i>OnScene</i>	<i>Depart</i>	<i>Arrive</i>	<i>Remove</i>	<i>Comp</i>
20220814907												
	RPT		08/02/2022	21:18:15								
	1015		TRAFFIC STOP	LEONIS BL // SOTO, VERNON				<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>		
	CITE							VPD	CR22-1378	CA0197300		
	VI											
				VPD	FLORES,TERESA			21:18:15				22:23:09
				VPD	CERDA,EUGENIO			21:30:45			22:09:58	
				VPD	OURIQUE,CARLO			21:44:25			21:50:52	
20220814911												
	RPT		08/02/2022	22:29:44								
	VI		TRAFFIC STOP	BANDINI BL // DOWNEY RD, VERNON				<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>		
	CITE							VPD	CR22-1379	CA0197300		
				VPD	GAYTAN,LORENZ			22:29:45			23:35:01	
				VPD	FLORES,TERESA			22:34:14			22:50:30	
				VPD	OURIQUE,CARLO			22:32:51			23:32:24	
20220814915												
	VREC		08/02/2022	23:29:56								
		REC			4461 S SANTA FE AV, VERNON			<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>		
				VPD	CERDA,EUGENIO			23:29:56				00:56:47
				VPD	CERDA,PAUL,JR	41E	23:30:13	23:30:14	23:32:43		00:16:14	
				VPD	OURIQUE,CARLO			23:32:30			23:36:47	
* Denotes Primary Unit												

# VERNON POLICE DEPARTMENT

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

Jurisdiction:		VERNON		First Date:		08/03/2022								
Last Date:		08/03/2022												
Call Number	Disp	Ten	Received	Caller		Unit Time								
		Code	Complaint	Address										
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20220814921														
	RPT		08/03/2022	01:17:08										
	VS		VCK	5800 S DISTRICT BL, VERNON				Department	OCA Number	RMS Juris				
				VPD	OURIQUE,CARLO	*48		VPD	CR22-1381	CA0197300				
								01:17:08			01:57:18			
20220814929														
	RPT		08/03/2022	05:39:40	CONCENTRA									
	REPO		REPO	3851 S SOTO, VERNON				Department	OCA Number	RMS Juris				
				VPD	RECORDS BUREAU	*RECD		VPD	CR22-1382	CA0197300				
								05:42:34				05:59:19		
20220814931														
	RPT		08/03/2022	06:33:42	BAKERY DEPOT									
			415	4489 BANDINI BL, VERNON				Department	OCA Number	RMS Juris				
				VPD	OURIQUE,CARLO	*48	06:34:10	VPD	CR22-1383	CA0197300				
				VPD		31		06:34:55			07:34:36			
				VPD				06:47:56			07:26:53			
				VPD	CERDA,PAUL,JR	41E		06:35:19			07:17:04			
				VPD	CERDA,EUGENIO	44W	06:34:19	06:34:57			07:35:11	08:44:52		
				VPD	ENCINAS,ANTHONY	S6		07:03:32			07:37:58			
20220814947														
	RPT		08/03/2022	10:34:43										
	1015		211R	E 37TH // SANTA FE AV, VERNON				Department	OCA Number	RMS Juris				
				VPD	HERNANDEZ,RUI	*44W		VPD	CR22-1384	CA0197300				
				VPD	GODOY,RAYMON	31	10:37:59	10:38:12			13:01:46			
				VPD	MADRIGAL,ALFONSO	5D33					11:55:45			
				VPD				10:43:17			11:55:43			
				VPD	PEREZ,NICK	L1		10:43:42			11:55:47			
				VPD	HERRERA,GUSTAVO	L2		10:41:33			11:55:49			
				VPD	ENCINAS,ANTHONY	S6	10:38:32	10:41:02			11:55:51			
20220814951														
	1015		08/03/2022	13:13:17										
			DET	4305 S SANTA FE AV, VERNON										
				VPD	RAMOS,JOSE	*5D31							15:35:48	
				VPD	MADRIGAL,ALFONSO	5D33					15:35:48			

# VERNON POLICE DEPARTMENT

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

<i>Jurisdiction:</i> VERNON		<i>First Date:</i> 08/03/2022		<i>Last Date:</i> 08/03/2022									
<i>Call Number</i>	<i>Disp</i>	<i>Ten</i>	<i>Received</i>	<i>Caller</i>									
		<i>Code</i>	<i>Complaint</i>	<i>Address</i>		<i>Unit Time</i>							
			<i>Dep</i>	<i>Officer</i>		<i>Unit</i>	<i>Dispatch</i>	<i>Enroute</i>	<i>OnScene</i>	<i>Depart</i>	<i>Arrive</i>	<i>Remove</i>	<i>Comp</i>
20220814968													
	RPT		08/03/2022	18:41:25	HPPD								
	1015		DPTAST		3311 GAGE, VERNON				<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>		
	CITE								VPD	CR22-1385	CA0197300		
				VPD	GAYTAN,LORENZ			*S7	18:43:32	18:47:59		19:45:43	
				VPD				32W	18:48:22	18:53:03		19:11:51	
				VPD	CERDA,PAUL,JR			41E		19:23:55		19:44:53	
				VPD				43W	18:47:40	18:49:53		19:12:33	
				VPD				48E	18:47:31	18:50:46			19:51:51
				VPD	ONOPA,DANIEL			S5	18:43:33	18:48:00		19:45:36	
20220814970													
	RPT		08/03/2022	18:59:46	CLASSIC CONCEPTS								
			594R		4561 BANDINI BL, VERNON				<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>		
				VPD				*32W	19:11:54	19:12:20	19:23:02	19:51:13	
				VPD				43W	19:12:36			19:23:03	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/04/2022

Jurisdiction: VERNON

Last Date: 08/04/2022

Call Number	Disp	Ten	Received	Complaint	Code	Caller	Address	Unit Time						
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart
20220814985														
	VS		08/04/2022	01:37:04										
	RPT		VCK			PENNINGTON WAY // BANDINI, VERNON					Department VPD	OCA Number CR22-1387	RMS Juris CA0197300	
				VPD		GAYTAN,LORENZ	*S7			01:37:04			01:59:35	
				VPD		CERDA,PAUL,JR	41E	01:40:13	01:40:17	01:52:53			02:19:43	
20220815009														
	RPT		08/04/2022	10:51:40		IRIS								
			594R			2761 FRUITLAND AV, VERNON					Department VPD	OCA Number CR22-1388	RMS Juris CA0197300	
				VPD			*31E	10:54:45	10:54:46				10:55:25	
				VPD		REDONA,BRYAN	26	11:04:01					11:04:06	
				VPD		HERNANDEZ,RUC	44W		10:55:22	11:03:54				11:29:17
20220815012														
	RPT		08/04/2022	11:43:32		T-MOBILE USA, INC.								
			902T			S ALAMEDA // 37TH, VERNON					Department VPD	OCA Number CR22-1389	RMS Juris CA0197300	
				VPD		HERNANDEZ,RUC	*44W	11:47:49	11:47:49	11:52:03				12:45:29
				VPD		REDONA,BRYAN	26			11:51:25			12:41:03	
20220815022														
	VREC		08/04/2022	14:20:21										
			REC			6105 MAYWOOD AVE, VERNON								
				VPD		HERNANDEZ,RUC	*44W			14:45:49			15:18:41	
20220815023														
	RPT		08/04/2022	14:24:00										
			902T			ALCOA AV // VERNON AV, VERNON					Department VPD	OCA Number CR22-1390	RMS Juris CA0197300	
				VPD			*31E		14:27:15	14:48:19			14:53:17	
				VPD		REDONA,BRYAN	26			14:36:58				14:55:44
20220815031														
	RPT		08/04/2022	16:34:21		AT&T MOBILITY 800 635 6840 4								
			ASSISTFD			2775 E 26TH, VERNON					Department VPD	OCA Number CR22-1391	RMS Juris CA0197300	
				VPD		REDONA,BRYAN	*26	16:34:53	16:34:55	16:43:17			16:48:03	

# VERNON POLICE DEPARTMENT

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

First Date: 08/04/2022

Jurisdiction: VERNON

Last Date: 08/04/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815031												
	RPT	08/04/2022	16:34:21	AT&T MOBILITY 800 635 6840 4								
		ASSISTFD		2775 E 26TH, VERNON								
			VPD	CAM,PATRICK/GC	31E	16:35:41	16:38:18				17:11:42	
			VPD	HERNANDEZ,RUC	44W	16:36:14	16:41:13				17:05:15	
			VPD	CROSS,JEREMY	S3		16:44:08					17:13:30
20220815034												
	RPT	08/04/2022	17:09:43									
		20002		S ATLANTIC BL // BANDINI BL, VERNON								
			VPD	CAM,PATRICK/GC	*31E	17:11:54	17:26:46				17:52:25	
			VPD	HERNANDEZ,RUC	44W		17:52:24					18:18:44
20220815038												
	OR	08/04/2022	19:13:33									
	RPT	902T		PACIFIC BL // SANTA FE AV, VERNON								
			VPD	HERNANDEZ,EDV	*41E		19:13:44				19:16:21	
			VPD	SALDANA,CARLO	26W	19:13:49	19:18:34					20:15:13

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/05/2022

Jurisdiction: VERNON

Last Date: 08/05/2022

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address			Unit Time							
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20220815071														
	RPT	08/05/2022	07:37:25	T-Mobile USA 888-662-4662 opt 4										
	CITE	902T		EVERETT AV // DISTRICT BL, VERNON					Department VPD	OCA Number CR22-1394	RMS Juris CA0197300			
			VPD	VASQUEZ,LUIS/H	*44E	07:38:03	07:38:05	07:47:23				08:30:30		
			VPD	REDONA,BRYAN	40		07:39:13	07:42:01			07:58:07			
20220815076														
	RPT	08/05/2022	09:01:50	R AND B IMPORTS										
		AGTAR		4382 BANDINI BL, VERNON					Department VPD	OCA Number CR22-1395	RMS Juris CA0197300			
			VPD	VASQUEZ,LUIS/H	*44E	09:03:22	09:03:42	09:13:45				09:48:11		
			VPD	NEWTON,TODD	43			09:10:46				09:48:10		
20220815082														
	RPT	08/05/2022	10:48:17	PBF HOLDING COMPANY LLC										
		901T		2619 E 37TH, VERNON					Department VPD	OCA Number CR22-1396	RMS Juris CA0197300			
			VPD	REDONA,BRYAN	*40	10:49:59	10:50:02				10:51:31			
			VPD	CAM,PATRICK/GC	31W		10:51:07	10:52:44				11:14:06		
20220815091														
	RPT	08/05/2022	14:26:48	EAGLE CONVERTING										
		487R		4220 CHARTER AV, VERNON					Department VPD	OCA Number CR22-1397	RMS Juris CA0197300			
			VPD	CAM,PATRICK/GC	*31W	14:29:06	14:29:07	14:51:03			15:16:25			
			VPD	VASQUEZ,LUIS/H	44E		14:30:38				14:31:53			
20220815094														
	RPT	08/05/2022	14:51:31	LA COUNTY FIRE										
		902T		S SOTO // BANDINI BL, VERNON					Department VPD	OCA Number CR22-1398	RMS Juris CA0197300			
			VPD	REDONA,BRYAN	*40		14:52:49	14:55:27				15:27:54		
			VPD	CAM,PATRICK/GC	31W			15:16:34				15:27:53		
20220815099														
	RPT	08/05/2022	15:57:55	T-Mobile USA 888-662-4662 opt 4										
		20001		2601 S SANTA FE AV, VERNON S/A 7					Department VPD	OCA Number CR22-1399	RMS Juris CA0197300			
			VPD	REDONA,BRYAN	*40		16:01:01	16:06:32				16:41:19		

# VERNON POLICE DEPARTMENT

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

First Date: 08/05/2022

Jurisdiction: VERNON

Last Date: 08/05/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815108														
	RPT		08/05/2022	17:21:04										
		901TR			E 38TH // SANTA FE AV, VERNON									
				VPD	CAM,PATRICK/GC	*31W	17:27:28	17:27:29	17:35:27					18:29:15
										Department VPD	OCA Number CR22-1400	RMS Juris CA0197300		
20220815111														
	RPT		08/05/2022	19:03:55										
		459VR			DOT LINE TRANS 4366 E 26TH, VERNON									
				VPD	SALDANA,CARLO	*41E	19:05:55	19:05:59	19:16:23				20:23:11	
										Department VPD	OCA Number CR22-1401	RMS Juris CA0197300		
20220815121														
	RPT		08/05/2022	21:34:13										
	1015	245R			FRUITLAND AV // GIFFORD AV, VERNON									
				VPD	NEWTON,TODD	*43		21:35:54	21:37:38				22:46:06	
				VPD	SALDANA,CARLO	41E		21:35:56	21:41:42				23:45:27	
				VPD	HERNANDEZ,EDV	48W		21:36:44	21:37:37				21:46:37	
										Department VPD	OCA Number CR22-1402	RMS Juris CA0197300		

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/06/2022

Jurisdiction: VERNON

Last Date: 08/06/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815129														
	1015		08/06/2022	00:00:00										
	RPT		TRAFFIC STOP		MAYWOOD AV // 54TH, VERNON									
				VPD	MADRIGAL,ALFOI	*1T8				00:00:00				04:47:07
20220815135														
	1015		08/06/2022	00:51:42										
	RPT		TRAFFIC STOP		5200 S DISTRICT BL, VERNON									
				VPD	MADRIGAL,ALFOI	*1T8				00:51:43			01:35:25	
20220815151														
	RPT		08/06/2022	07:31:43	UNK									
			459VR		4415 PACIFIC BL, VERNON									
				VPD		*44W	07:33:26	07:33:27	07:43:21			08:01:35		
				VPD	DISPATCH	DISP			08:01:20					08:11:27

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/07/2022

Jurisdiction: VERNON

Last Date: 08/07/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815249														
	RPT		08/07/2022	20:46:18	EDWIN									
			211		E 49TH // SANTA FE AV, VERNON									
				VPD	FLORES,TERESA	*43E		20:48:06		20:52:21			22:29:16	
				VPD	SALDANA,CARLO	32		20:48:12		20:52:19			23:01:37	
				VPD	HERNANDEZ,MIG	48W		20:48:08		20:50:26			22:30:04	
20220815251														
	RPT		08/07/2022	21:58:14	LA COUNTY FIRE DEPT									
	ASST		ASSISTFD		3770 E WASHINGTON BL, VERNON									
	VS													
				VPD	FLORES,TERESA	*43E		22:30:01		22:33:14				23:21:25
				VPD	SALDANA,CARLO	32				23:02:29				23:21:24
				VPD	HERNANDEZ,MIG	48W		22:30:07		22:33:12				23:21:25
					MR C TOW	MR C TOW	22:50:41	22:50:42		23:01:10				23:21:25

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/08/2022

Jurisdiction: VERNON

Last Date: 08/08/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815266												
	RPT		08/08/2022	03:05:43								
	VS		VCK	S BOYLE AV // 44TH, VERNON								
			VPD	FLORES,TERESA	*43E							
								03:05:43				03:47:09
20220815276												
	RPT		08/08/2022	06:34:34								
			594R	BLACK LABEL HOME 2529 CHAMBERS, VERNON								
			VPD	HERNANDEZ,MIG	*48W	06:39:20	06:39:29	06:42:48				07:13:06
20220815280												
	RPT		08/08/2022	07:36:31								
			594R	STACY MEDICAL 4580 PACIFIC BL, VERNON								
			VPD	GODOY,RAYMON	*40W	07:37:59	07:38:27	07:40:09				08:06:53
20220815283												
	RPT		08/08/2022	08:16:40								
			594R	JASMIN BRAVO 2328 E VERNON AV, VERNON								
			VPD	GODOY,RAYMON	*40W	08:17:39	08:18:57	08:27:47				08:42:29
			VPD	MANNINO,NICHOL	44			08:31:37				08:42:29
20220815284												
	RPT		08/08/2022	08:49:12								
			459R	RAYMONDS GLASS 2035 E 38TH, VERNON								
			VPD	GODOY,RAYMON	*40W		08:56:30	09:50:38				09:50:58
20220815293												
	RPT		08/08/2022	10:21:51								
			487R	HERMOSO TEXTILE 3300 BANDINI BL, VERNON								
			VPD	LUCAS,JASON	*22E	10:23:22	10:23:38	10:33:48				11:18:36
20220815299												
	SUP		08/08/2022	12:36:29								
			140	DOT LINE 4366 E 26TH, VERNON								

# VERNON POLICE DEPARTMENT

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

<i>Jurisdiction:</i>		VERNON		<i>First Date:</i>		08/08/2022								
<i>Last Date:</i>		08/08/2022												
<i>Call Number</i>	<i>Disp</i>	<i>Ten</i>	<i>Received</i>	<i>Caller</i>			<i>Unit Time</i>							
							<i>Code</i>	<i>Complaint</i>	<i>Address</i>	<i>Dispatch</i>	<i>Enroute</i>	<i>OnScene</i>	<i>Depart</i>	<i>Arrive</i>
			<i>Dep</i>	<i>Officer</i>		<i>Unit</i>								
20220815299														
	SUP		08/08/2022	12:36:29	DOT LINE									
		140			4366 E 26TH, VERNON									
			VPD	LUCAS,JASON		*22E		12:39:05	12:43:20					13:23:34
20220815316														
	VREC		08/08/2022	16:15:17	158 59TH PL, VERNON									
		DET												
			VPD	MADRIGAL,ALFOI		*5D33			16:15:17					18:52:59
			VPD	SWINFORD,PHILL		5d32			16:15:23					18:52:59
20220815326														
	RPT		08/08/2022	19:15:47	4700 E 48TH, VERNON									
		GTAR												
			VPD	HERNANDEZ,MIG		*44W								
										<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>		
										VPD	CR22-1414	CA0197300		20:19:50
20220815331														
	RPT		08/08/2022	20:21:47	LANDMARK ENTERPRISES									
		459VR			4420 SEVILLE AV, VERNON									
			VPD	HERNANDEZ,MIG		*44W	20:23:50	20:24:16					20:27:32	
			VPD	OURIQUE,CARLO		48		20:27:41	20:30:29				20:55:00	
20220815338														
	RPT		08/08/2022	21:47:46										
	1015		TRAFFIC STOP		S ATLANTIC BL // 710 FWY, VERNON									
	VREC													
			VPD	FLORES,TERESA		*43				21:47:46			02:02:35	
			VPD	CERDA,PAUL,JR		41E	21:47:51	21:47:51					21:56:20	
			VPD	HERNANDEZ,MIG		44W				21:56:19			02:02:39	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/09/2022

Jurisdiction: VERNON

Last Date: 08/09/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815346												
	RPT		08/09/2022	05:11:50								
		PLATE			5005 HAMPTON, VERNON							
			VPD	HERNANDEZ,MIG	*44W							
								05:11:50			06:06:07	
20220815348												
	RPT		08/09/2022	06:04:47								
		ASSISTFD			LINEAGE LOGSITICS LLC 3141 E 44TH, VERNON							
			VPD	OURIQUE,CARLO	*48	06:05:42	06:07:10	06:09:50				06:58:28
			VPD	CERDA,PAUL,JR	41E		06:07:16	06:08:23				06:58:28
			VPD	HERNANDEZ,MIG	44W		06:06:11	06:08:57				06:58:28
20220815350												
	RPT		08/09/2022	06:51:22								
		459			PREMIER LAUNDRY 2037 E 38TH, VERNON							
			VPD	SALDANA,CARLO	*32		06:52:39	07:00:11				08:20:29
			VPD		43E		06:58:40	07:03:29			07:43:13	
			VPD	OURIQUE,CARLO	48			07:03:33				08:20:30
			VPD	HERRERA,GUSTAF	L2			07:23:56			07:43:20	
			VPD	CROSS,JEREMY	S3			06:57:10				08:20:30
			VPD	ENCINAS,ANTHONI	S6			06:57:11				08:20:30
20220815354												
	RPT		08/09/2022	07:08:44								
		484R			VIVION 3000 E 46TH, VERNON							
			VPD	ESCOBEDO,ALEX	*43E		08:05:47	08:10:06			08:51:55	
20220815372												
	RPT		08/09/2022	09:42:17								
	1015	DET			5932 PACIFIC BL, VERNON							
			VPD	RAMOS,JOSE	*5D31			09:42:17				11:29:09
			VPD	SWINFORD,PHILL	5D32			09:42:25			11:02:52	
			VPD	MADRIGAL,ALFOI	5D33			09:42:25				11:29:10

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

**First Date:** 08/09/2022

***Last Date:*** 08/09/2022

Call Number	Dispatch	Ten Code	Received Complaint	Caller Address		Unit Time								
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove
20220815384														
	RPT		08/09/2022	12:24:32	TOM CANTELLA									
	MET		SRMET		E 50TH // DOWNEY RD, VERNON									
				VPD	ESCOBEDO,ALEX		*43E		12:26:05	12:28:13				15:25:01
				VPD	SALDANA,CARLO		44W		12:26:20	12:33:51			12:41:47	
				VPD	CROSS,JEREMY		S3		12:28:04	12:28:16				15:25:01
				VPD	ENCINAS,ANTHONI		S6		12:28:04	12:28:18				15:25:01
20220815395														
	RPT		08/09/2022	14:32:00	PREMIER MEAT CO									
			GTAR		5030 GIFFORD AV, VERNON									
				VPD	SALDANA,CARLO		*44W			14:32:06				16:16:30
20220815397														
	RPT		08/09/2022	15:12:35	JETRO CASH AND CARRY									
			459VR		2300 E 57TH, VERNON									
				VPD	GODOY,RAYMON		*32		15:14:49	15:57:28				16:16:27
				VPD	ESCOBEDO,ALEX		43E		15:57:34					16:16:27
20220815401														
	RPT		08/09/2022	17:12:03	T-MOBILE USA 888-662-4662 OPT 4									
	OR		902T		LEONIS BL // ALCOA AV, VERNON									
				VPD	ESCOBEDO,ALEX		*43E		17:12:43	17:16:45				18:30:54
				VPD	SALDANA,CARLO		44W		17:13:15	17:19:50			17:53:47	
20220815403														
	RPT		08/09/2022	17:44:42	NEW CHEF FASHION									
			487R		3223 E 46TH, VERNON									
				VPD	SALDANA,CARLO		*44W		17:53:47	17:53:50				18:29:09

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/10/2022

Jurisdiction: VERNON

Last Date: 08/10/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815423												
	RPT		08/10/2022	01:27:44								
	CITE		TRAFFIC STOP	E 26TH // FRONTAGE, VERNON								
	VI											
				VPD	GAYTAN,LORENZ	*S7		01:27:44				02:30:48
				VPD	HERNANDEZ,MIG	32W		01:48:19			02:18:30	
				VPD	CERDA,PAUL,JR	41E	01:27:46	01:27:48	01:30:04		02:18:23	
20220815443												
	RPT		08/10/2022	10:05:55	AT&T CELL CITE							
			594R		5107 S DISTRICT BL, VERNON							
				VPD	FLORES,TERESA	*43E	10:07:27	10:08:01	10:21:53		10:48:58	
20220815444												
	VREC		08/10/2022	11:04:40	TEN WEST TOWING							
			LOCATE		S H ST JSO SHAFTER RD, BAKERSFIELD							
				VPD	RECORDS BUREAU	*RECD			11:12:35			16:05:33
20220815445												
	1015		08/10/2022	12:19:55	T-MOBILE USA 888-662-4662 OPT 4							
	RPT		415		2801 LEONIS BL, VERNON							
				VPD	FLORES,TERESA	*43E	12:21:18	12:21:40	12:26:17		12:56:39	
				VPD	ESCOBEDO,ALEX	26W	12:21:21	12:21:41	12:23:30		13:16:22	
				VPD	VASQUEZ,LUIS/H	40		12:22:39	12:27:53		13:38:25	
				VPD	CROSS,JEREMY	S3			12:25:19		13:22:29	
				VPD	ENCINAS,ANTHONY	S6			12:25:21		13:22:26	
20220815448												
	RPT		08/10/2022	13:37:55	JETRO CASH AND CARRY							
			487R		2300 E 57TH, VERNON							
				VPD	VASQUEZ,LUIS/H	*40	13:38:58	13:38:59	13:43:50			14:26:34
				VPD	ESCOBEDO,ALEX	26W		13:40:10			13:45:58	
20220815449												

# VERNON POLICE DEPARTMENT

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

Jurisdiction:		VERNON		First Date:		08/10/2022						
Last Date:		08/10/2022										
Call Number	Disp	Ten	Received	Caller								
		Code	Complaint	Address		Unit Time						
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815449												
	VI		08/10/2022	13:59:29								
	CITE		TRAFFIC STOP		2929 S SANTA FE AV, VERNON							
	RPT											
				VPD	CROSS,JEREMY				13:59:29			14:46:38
				VPD	ESCOBEDO,ALEX		14:01:44		14:08:22			14:54:22
				VPD	FLORES,TERESA				14:04:22			14:54:30
				VPD	ENCINAS,ANTHOI				14:01:54			14:46:41
20220815455												
	RPT		08/10/2022	16:21:39	CIRCLE K							
			459R		2575 S SANTA FE AV, VERNON							
				VPD	ESCOBEDO,ALEX	*26W	16:23:30	16:23:31	16:29:53			17:11:35
				VPD	VASQUEZ,LUIS/H	40			16:36:41			17:11:36
20220815461												
	RPT		08/10/2022	18:04:25	UNITY MEALS							
			487R		4767 E 49TH, VERNON							
				VPD	FLORES,TERESA	*43E	18:07:51	18:08:35	18:15:40			19:39:53
20220815466												
	RPT		08/10/2022	21:05:48	US STORAGE							
			459R		4250 S ALAMEDA, VERNON							
				VPD	CERDA,EUGENIO	*44W	21:09:27	21:09:56	21:12:50			22:32:09
				VPD	HERNANDEZ,MIG	32E		21:15:07	21:20:34			22:28:48
				VPD	CERDA,PAUL,JR	41W	21:09:28	21:10:00	21:14:36			22:07:10
				VPD	LANDA,RAFAEL	48E		21:20:39	21:21:08			22:15:31
				VPD	ONOPA,DANIEL	S5		21:20:46				22:13:19
				VPD	GAYTAN,LORENZ	S7			21:39:49			22:13:22

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/11/2022

Jurisdiction: VERNON

Last Date: 08/11/2022

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20220815473												
	RPT		08/11/2022	01:42:17			DATALOK					
			459VR				6074 MALBURG WY, VERNON					
				VPD	HERNANDEZ,MIG		*32E	01:44:45	01:45:09	01:47:10		02:20:49
20220815476												
	1015		08/11/2022	03:13:23			E 55TH // ALAMEDA, VERNON					
				VPD	CERDA,EUGENIO		*44W			03:13:23		03:45:24
				VPD	HERNANDEZ,MIG		32E		03:13:30	03:16:07		03:45:26
				VPD	CERDA,PAUL,JR		41W		03:13:28	03:14:51		04:04:49
				VPD	ONOPA,DANIEL		S5		03:13:36	03:16:06		03:46:10
				VPD	GAYTAN,LORENZ		S7		03:13:39	03:16:15		03:46:04
20220815484												
	RPT		08/11/2022	05:17:01								
	OR		901TR				LEONIS BL // PACIFIC BL, VERNON					
				VPD	CERDA,PAUL,JR		*41W	05:18:10	05:18:15	05:19:27		06:39:06
				VPD	HERNANDEZ,MIG		32E		05:18:18	05:22:21		06:22:34
				VPD	CERDA,EUGENIO		44W		05:20:14	05:24:52		06:11:17
20220815495												
	RPT		08/11/2022	09:12:28			W5 CONCEPT					
			A459R				2049 E 38TH, VERNON					
				VPD	CAM,PATRICK/GC		*43E	09:20:00	09:20:15			09:25:15
				VPD	REDONA,BRYAN		41		09:21:49	09:25:09		09:59:23
20220815501												
	VI		08/11/2022	10:09:32								
	CITE		586				2680 S BONNIE BEACH PL, VERNON					
				VPD	CEDENO,RUTH		*2P8			10:09:33		11:39:57
20220815504												

# VERNON POLICE DEPARTMENT

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

First Date: 08/11/2022

Jurisdiction: VERNON

Last Date: 08/11/2022

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20220815504														
1015		08/11/2022	10:54:28	AT&T MOBILITY 800 635 6840 4										
RPT		ASSISTFD		4879 FRUITLAND AV, VERNON										
			VPD	REDONA,BRYAN	*41	10:56:00	10:56:01	11:00:58				12:11:51		
			VPD	CAM,PATRICK/GC	43E		10:59:07	11:08:25			11:35:37			
20220815517														
RPT		08/11/2022	15:10:24											
		20002R		S SANTA FE AV // VERNON AV, VERNON										
			VPD	CAM,PATRICK/GC	*43E	15:12:15	15:12:16				15:13:29			
			VPD	VASQUEZ,LUIS/H	40W			15:13:27				16:42:37		
20220815531														
RPT		08/11/2022	17:29:18											
		20002R		E DISTRICT BL // 50TH, VERNON										
			VPD	CAM,PATRICK/GC	*43E	17:31:48	17:31:49	17:43:07			18:07:08			
20220815533														
RPT		08/11/2022	18:04:38	WORLD MACHINERY										
CITE		902T		4735 E DISTRICT BL, VERNON										
			VPD	REDONA,BRYAN	*41	18:05:42	18:06:32	18:13:11			18:18:38			
			VPD	VASQUEZ,LUIS/H	40W		18:09:31	18:16:39				18:55:18		
			VPD	CAM,PATRICK/GC	43E		18:07:13	18:11:50				18:55:19		
20220815538														
RPT		08/11/2022	20:09:04											
		GTAR		2059 E 37TH, VERNON										
			VPD	GAYTAN,LORENZ	*S7			20:09:04				21:38:24		
			VPD	HERNANDEZ,EDV	44W		20:09:10	21:09:44				21:38:24		

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/12/2022

Jurisdiction: VERNON

Last Date: 08/12/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815567												
	RPT		08/12/2022	08:01:59	VOLUME DISTRIBUTORS							
			FOUND		4199 BANDINI BL, VERNON							
			VPD	VASQUEZ,LUIS/H	*44E	08:09:43	08:09:58	08:19:33				08:46:02
									Department VPD	OCA Number CR22-1443	RMS Juris CA0197300	
20220815568												
	RPT		08/12/2022	08:15:51	SOUTHLAND PAPERBOX							
			902T		4201 FRUITLAND AV, VERNON							
			VPD	CAM,PATRICK/GC	*43W	08:22:43	08:22:56	08:39:35			08:55:43	
			VPD	VASQUEZ,LUIS/H	44E		08:46:05				08:49:34	
									Department VPD	OCA Number CR22-1444	RMS Juris CA0197300	
20220815576												
	RPT		08/12/2022	08:50:14	GOLDEN ASTETICS							
			459VR		2021 E 38TH, VERNON							
			VPD	VASQUEZ,LUIS/H	*44E		08:53:30	09:04:33			08:56:13	09:34:56
			VPD	CAM,PATRICK/GC	43W		08:55:52				08:57:10	
									Department VPD	OCA Number CR22-1445	RMS Juris CA0197300	
20220815584												
	RPT		08/12/2022	09:52:29	HOLLAND FLOWER MARKET							
			487R		2200 E 27TH, VERNON							
			VPD	CAM,PATRICK/GC	*43W			09:54:48				10:56:04
									Department VPD	OCA Number CR22-1446	RMS Juris CA0197300	
20220815612												
	VI		08/12/2022	15:58:29								
			VCK		E 37TH // SOTO, VERNON							
			VPD	ARANA,ANDRE	*48			15:58:32			16:31:42	
									Department VPD	OCA Number CR22-1447	RMS Juris CA0197300	
20220815619												
	1015		08/12/2022	17:37:23	MRS GOOCHS WHOLESALE FOODS							
	RPT		901TR		5000 PACIFIC BL, VERNON							
	VS											
	OR											
			VPD	ARANA,ANDRE	*48	17:39:08	17:39:09	17:42:00			19:06:29	
			VPD	CAM,PATRICK/GC	43W		17:43:38	17:49:02			19:54:18	
									Department VPD	OCA Number CR22-1449	RMS Juris CA0197300	

# VERNON POLICE DEPARTMENT

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

First Date: 08/12/2022

Jurisdiction: VERNON

Last Date: 08/12/2022

Call Number	Disp	Ten	Received	Caller		Unit Time								
		Code	Complaint	Address			Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20220815619														
1015		08/12/2022	17:37:23	MRS GOOCHS WHOLESALE FOODS										
RPT		901TR		5000 PACIFIC BL, VERNON										
VS														
OR														
			VPD	VASQUEZ,LUIS/H	44E			18:01:46			19:09:18			
			VPD	ENCINAS,ANTHOI	S6			18:17:19			18:25:58			
20220815633														
1015		08/12/2022	23:30:57	BOVANO USA CORP										
RPT		PATCK		2080 E 25TH, VERNON										
			VPD	LANDA,RAFAEL	*43W			23:30:57			23:57:04			
			VPD	NEWTON,TODD	32W	23:31:50		23:35:11			23:57:02			

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/13/2022

Jurisdiction: VERNON

Last Date: 08/13/2022

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20220815639												
1015			08/13/2022	00:04:59			BHE INTERNATIONAL					
RPT			VCK				4201 CHARTER AV, VERNON			Department VPD	OCA Number CR22-1451	RMS Juris CA0197300
VS												
				VPD			SALDANA,CARLO	*48E		00:04:59		01:44:24
				VPD			HERNANDEZ,EDV	44E	00:05:02	00:07:05		01:06:34
20220815644												
RPT			08/13/2022	03:38:19			HPPD					
			20002R				RANDOLPH // BOYLE AV, VERNON			Department VPD	OCA Number CR22-1452	RMS Juris CA0197300
				VPD			SALDANA,CARLO	*48E	03:39:46	03:40:06	03:46:08	05:29:55
				VPD			NEWTON,TODD	32W			03:56:38	05:29:55
20220815648												
RPT			08/13/2022	05:46:24			BANDINI TRUCK TERMINAL					
			GTAR				3152 BANDINI BL, VERNON			Department VPD	OCA Number CR22-1453	RMS Juris CA0197300
				VPD			HERNANDEZ,EDV	*44E	05:49:33	05:49:33	05:53:47	06:46:35
20220815652												
1015			08/13/2022	07:45:47			BENDER CCP					
CITE			PAPD				2150 E 37TH, VERNON			Department VPD	OCA Number CR22-1454	RMS Juris CA0197300
RPT												
				VPD			MANNINO,NICHOI	*44W	07:47:23	07:47:25	07:53:01	08:22:00
				VPD				32E		07:52:49	07:53:06	08:22:00
20220815665												
VS			08/13/2022	11:20:30			ADIR INTERNATIONAL					
			586				4444 AYERS AV, VERNON			Department VPD	OCA Number CR22-1455	RMS Juris CA0197300
				VPD			CEDENO,RUTH	*2P8		11:20:31		12:30:46
20220815671												
RPT			08/13/2022	13:09:05			JUCO INC					
			484R				2164 E 25TH, VERNON			Department VPD	OCA Number CR22-1456	RMS Juris CA0197300
				VPD			MANNINO,NICHOI	*44W	13:11:53	13:11:54	13:28:55	13:48:56

# VERNON POLICE DEPARTMENT

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

First Date: 08/13/2022

Jurisdiction: VERNON

Last Date: 08/13/2022

Call Number	Disp	Ten	Received	Caller		Unit Time								
		Code	Complaint	Address		Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20220815672														
	VREC		08/13/2022	13:31:44										
			LOCATE		MCGARRY // 25TH, LOS ANGELES									
				VPD	RECORDS BUREAU	*RECD			13:36:44					14:07:24
20220815684														
	1015		08/13/2022	17:26:27	DAVID GARMENT									
	RPT		459		5008 S BOYLE AV, VERNON									
	CITE													
				VPD	ARANA,ANDRE	*32E	17:27:29	17:27:36	17:30:49					18:27:21
				VPD	CAM,PATRICK/GC	43		17:29:51	17:35:19					18:27:21
				VPD	MANNINO,NICHOL	44W	17:27:33	17:27:35	17:29:11			17:41:37		

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/14/2022

Jurisdiction: VERNON

Last Date: 08/14/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815712												
	RPT	08/14/2022	01:01:37									
	VI	TRAFFIC STOP		E 25TH // ALAMEDA, VERNON								
	CITE											
			VPD	FLORES,TERESA	*26W			01:01:37			02:43:46	
			VPD	NEWTON,TODD	32E			01:01:40			02:36:51	
			VPD	HERNANDEZ,EDV	44E		01:03:46	01:05:36			02:22:10	
				USTOW	US TOW	02:27:31	02:27:33	02:30:43			05:31:59	
20220815713												
	1015	08/14/2022	02:20:46	TOYOTA TELEMATICS CALL CENTER								
	RPT	901TR		4228 E DISTRICT BL, VERNON								
	VS											
	CITE											
			VPD	SALDANA,CARLO	*48W		02:21:58	02:25:00			03:58:52	
			VPD	FLORES,TERESA	26W		02:43:49	02:55:08			03:57:11	
			VPD	NEWTON,TODD	32E		02:36:51	02:44:26			05:48:53	
			VPD	HERNANDEZ,EDV	44E		02:22:11	02:26:52			05:46:20	
				MR C TOW	MR C TOW	02:51:24	02:51:28	02:58:56			05:48:59	
20220815715												
	RPT	08/14/2022	04:04:54	AT&T MOBILITY 800 635 6840 4								
		925		2717 S INDIANA, VERNON								
			VPD	FLORES,TERESA	*26W		04:08:17	04:11:36			05:24:46	
			VPD	SALDANA,CARLO	48W		04:08:34	04:14:24			05:10:05	
20220815717												
	RPT	08/14/2022	05:25:35									
	VS	VCK		2717 S INDIANA, VERNON								
			VPD	FLORES,TERESA	*26W			05:25:35			05:45:12	
				USTOW	US TOW			05:32:07			05:45:07	
20220815730												

# VERNON POLICE DEPARTMENT

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

First Date: 08/14/2022

Jurisdiction: VERNON

Last Date: 08/14/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815730														
	RPT	08/14/2022	10:52:36	MAAS HANSEN STEEL										
		459R		2435 E 37TH, VERNON										
			VPD	MANNINO,NICHOI		*44W		10:55:43		10:57:36				11:37:18
			VPD	LUCAS,JASON		22				11:01:35			11:20:59	
			VPD	ARANA,ANDRE		32E		10:58:46		11:01:27			11:18:17	
20220815745														
	RPT	08/14/2022	13:42:19	T-Mobile USA 888-662-4662 opt 4										
	VS	901T		DOWNEY RD // 50TH, VERNON										
			VPD	ARANA,ANDRE		*32E		13:42:53		13:47:35				15:39:07
			VPD	MACIEL,CYNTHIA		43		13:43:11		13:45:21			15:09:31	
			VPD	MANNINO,NICHOI		44W		13:44:23		13:47:38			14:28:11	
				USTOW		US TOW	13:48:38	13:48:39		14:10:06				15:39:07
20220815754														
	RPT	08/14/2022	16:51:15											
	CITE	PATCK		5990 MALBURG WY, VERNON										
	1015													
			VPD	MACIEL,CYNTHIA		*43				16:51:15				17:26:30
			VPD	MANNINO,NICHOI		44W				16:54:27				17:26:30
20220815761														
	RPT	08/14/2022	19:22:51											
	VS	VCK		GIFFORD AV // FRUITLAND AV, VERNON										
			VPD	OURIQUE,CARLO		*32E				19:22:51			20:40:31	
				MR C TOW		MR C TOW	19:24:22	19:24:35		19:33:51			20:40:23	
			VPD	ESTRADA,IGNACI		S2		19:44:45		19:57:26			20:40:35	
20220815762														
	VREC	08/14/2022	19:26:46	MR. C'S TOW										
		LOCATE		419 N. HICKS, LOS ANGELES										
			VPD	RECORDS BUREAU		*RECD				19:27:12				20:35:25
			VPD	ESTRADA,IGNACI		S2		19:44:39					19:44:41	

# VERNON POLICE DEPARTMENT

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

First Date: 08/14/2022

Jurisdiction: VERNON

Last Date: 08/14/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815770												
	RPT	08/14/2022	21:37:42	HPPD								
		207R		5525 S SOTO, VERNON								
			VPD	FLORES,TERESA	*26W	21:39:03	21:45:15				23:04:46	
			VPD	OURIQUE,CARLO	32E	21:39:48	21:45:16				23:12:32	
20220815772												
	1015	08/14/2022	23:37:12	GOLDEN ASTETICS								
	RPT	459		3700 S ALAMEDA, VERNON								
			VPD	FLORES,TERESA	*26W	23:38:33	23:40:37				00:53:41	
			VPD	OURIQUE,CARLO	32E	23:38:34	23:41:36				00:53:43	
			VPD	SALDANA,CARLO	44		23:41:43				01:41:53	
			VPD	ESTRADA,IGNACI	S2		23:41:48				00:53:46	
20220815773												
	RPT	08/14/2022	23:50:11	M TEXTILE								
		602		3257 E 26TH, VERNON								
			VPD	OURIQUE,CARLO	*32E	23:56:22	00:10:19					00:39:10

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/15/2022

Jurisdiction: VERNON

Last Date: 08/15/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815802												
	RPT	08/15/2022	07:19:19	DOMINIC								
		415		S SOTO // FRUITLAND AV, VERNON								
			VPD		*26E	07:20:39	07:21:08	07:24:38			07:46:31	
			VPD	MANNINO,NICHOI	32W		07:21:55	07:24:40			07:38:45	
			VPD		44E	07:20:42	07:21:10	07:23:28				08:50:42
20220815836												
	RPT	08/15/2022	10:20:41	UNK								
	CITY	902TR		4949 E DISTRICT BL, VERNON								
			VPD	ESCOBEDO,ALEX	*44E	10:21:50	10:21:51	10:31:28			10:59:11	
			VPD	ESCARPE,ALAN	26E		10:28:50	10:31:40				11:03:31
20220815844												
	RPT	08/15/2022	10:57:22	THE MASSING GROUP								
		476R		4851 S SANTA FE AV, VERNON								
			VPD	MACIEL,CYNTHIA	*38W		11:05:04	11:15:11				12:10:35
20220815879												
	1015	08/15/2022	17:50:06									
	RPT	594		S SOTO // 37TH, VERNON								
			VPD	MACIEL,CYNTHIA	*38W		17:52:35	17:55:23			20:15:35	
			VPD	ESCARPE,ALAN	26E		17:54:01	17:58:37			19:04:30	21:22:11
			VPD	MANNINO,NICHOI	32W		17:54:02	17:58:36			18:36:02	
			VPD	ESCOBEDO,ALEX	44E		17:52:36	17:55:00			18:35:59	
			VPD	ENCINAS,ANTHOI	S6			17:58:40			18:18:23	
20220815889												
	RPT	08/15/2022	20:33:16									
	VS	VCK		2252 E 37TH, VERNON								
			VPD	OURIQUE,CARLO	*32W			20:33:16				20:54:29
20220815893												

# VERNON POLICE DEPARTMENT

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

First Date: 08/15/2022

Jurisdiction: VERNON

Last Date: 08/15/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815893														
	VREC		08/15/2022	22:05:40										
		REC			E 25TH // ALAMEDA, VERNON									
			VPD	OURIQUE,CARLO		*32W				22:05:40				22:47:48
20220815896														
	VI		08/15/2022	22:49:23										
		TRAFFIC STOP			BANDINI BL // INDIANA, VERNON									
			VPD	FLORES,TERESA		*26E				22:49:23			00:02:55	
			VPD	HERNANDEZ,MIG		43	22:49:25	22:49:26		22:53:06			00:02:58	
20220815899														
	CITY		08/15/2022	23:41:04		CITY CREW - WILLY								
	RPT	484R			SANTA FE // 55TH, VERNON									
			VPD	OURIQUE,CARLO		*32W	23:44:27	23:44:27		23:44:35				00:14:16

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

<b>Jurisdiction:</b>		VERNON		<b>First Date:</b>		08/16/2022						
<b>Last Date:</b>		08/16/2022										
<b>Call Number</b>	<b>Disp</b>	<b>Ten</b>	<b>Received</b>	<b>Caller</b>								
		<b>Code</b>	<b>Complaint</b>	<b>Address</b>		<b>Unit Time</b>						
			<b>Dep</b>	<b>Officer</b>	<b>Unit</b>	<b>Dispatch</b>	<b>Enroute</b>	<b>OnScene</b>	<b>Depart</b>	<b>Arrive</b>	<b>Remove</b>	<b>Comp</b>
20220815923												
	CITE		08/16/2022	08:06:09								
	VI		TRAFFIC STOP	E 51ST // SANTA FE AV, VERNON				<b>Department</b>	<b>OCA Number</b>	<b>RMS Juris</b>		
				VPD	ESCARPE,ALAN	*26W		08:06:11				10:09:15
				VPD	MACIEL,CYNTHIA	43E		08:28:47			09:04:42	
				VPD	CROSS,JEREMY	S3		08:16:33			09:04:14	
				VPD	ENCINAS,ANTHONI	S6		08:16:31			09:04:02	
20220815925												
	VREC		08/16/2022	09:16:39								
			LOCATE	ROSECRANS // ALAMEDA, COMPTON								
				VPD	RECORDS BUREAU	*RECD		09:19:00				10:10:44
20220815969												
	RPT		08/16/2022	21:52:19	SOFA MANIA							
	1015		487R	2454 E 27TH, VERNON				<b>Department</b>	<b>OCA Number</b>	<b>RMS Juris</b>		
				VPD	CERDA,EUGENIO	*44W	21:53:52	21:54:34	22:00:12		00:05:40	
				VPD	OURIQUE,CARLO	32E	21:53:54	21:54:35	22:10:14		23:40:28	
				VPD	CERDA,PAUL,JR	41W		22:09:40	22:10:16			00:11:04
				VPD	HERNANDEZ,MIG	43E		21:55:26	22:00:52		23:48:45	
20220815971												
	RPT		08/16/2022	23:34:42	MAKESPACE							
			459VR	5275 S DISTRICT BL, VERNON				<b>Department</b>	<b>OCA Number</b>	<b>RMS Juris</b>		
				VPD	OURIQUE,CARLO	*32E	23:40:31	23:40:32	23:46:03			00:29:49
* Denotes Primary Unit												

# VERNON POLICE DEPARTMENT

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

First Date: 08/17/2022

Jurisdiction: VERNON

Last Date: 08/17/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220815974												
	RPT		08/17/2022	01:13:49								
	VS		VCK		FRUITLAND AV // GIFFORD AV, VERNON							
	CITE											
	MK72											
				VPD	OURIQUE,CARLO	*32E		01:13:49				02:01:32
20220815979												
	RPT		08/17/2022	03:20:08								
			487R		CORE MARK 2311 E 48TH, VERNON							
				VPD	CERDA,PAUL,JR	*41W	03:22:11	03:22:37	03:29:24			04:11:18
20220815988												
	RPT		08/17/2022	06:32:34								
			901T		DOWNEY RD // 26TH, VERNON							
				VPD	HERNANDEZ,MIG	*43E	06:33:40	06:33:48	06:36:51			07:13:27
				VPD	OURIQUE,CARLO	32E		06:35:06	06:44:20		07:02:53	
20220815997												
	RPT		08/17/2022	10:00:52								
			GTAR		FRUITLAND AV // GIFFORD AV, VERNON							
				VPD	ZOZAYA,OSCAR	*41	10:02:27	10:02:40			10:17:38	
				VPD	VASQUEZ,LUIS/H	43E		10:09:34	10:13:40			10:51:29
20220816002												
	RPT		08/17/2022	10:34:45								
			GTAR		ICE GRAPHICS 4770 E 49TH, VERNON							
				VPD	ZOZAYA,OSCAR	*41	10:38:19		10:43:06			11:37:10
20220816008												
	RPT		08/17/2022	11:44:19								
			484R		RAYMONDS GLASS 2035 E 38TH, VERNON							
				VPD	ESCOBEDO,ALEX	*44W	11:46:15	11:46:28	11:52:47			12:25:19

# VERNON POLICE DEPARTMENT

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

First Date: 08/17/2022

Jurisdiction: VERNON

Last Date: 08/17/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816018												
	RPT		08/17/2022	14:10:00	JETRO							
		487R			2300 E 57TH, VERNON							
			VPD	ESCARPE,ALAN	*32W		14:15:13	14:18:16			15:16:41	
			VPD	ESCOBEDO,ALEX	44W			14:31:43			15:16:18	
20220816022												
	RPT		08/17/2022	15:14:51	T-Mobile USA 888-662-4662 opt 4							
	VS		901T		2419 E 28TH, VERNON							
			VPD	ESCOBEDO,ALEX	*44W		15:16:21	15:19:37			16:10:09	
			VPD	ESCARPE,ALAN	32W		15:17:01	15:19:36			16:10:03	
			VPD	VASQUEZ,LUIS/H	43E			15:30:59			15:50:30	
20220816023												
	RPT		08/17/2022	15:43:46								
	OR		902T		4500 BANDINI BL, VERNON							
			VPD	ZOZAYA,OSCAR	*41	15:49:33	15:49:48	16:03:05				17:18:37
			VPD	VASQUEZ,LUIS/H	43E		15:50:36	16:00:24				17:18:37
20220816031												
	RPT		08/17/2022	18:56:41	URBAN TRENDS							
		459R			2640 E 45TH, VERNON							
			VPD		*41W		19:01:01	19:08:26			19:57:22	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/18/2022

Jurisdiction: VERNON

Last Date: 08/18/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816052												
	RPT	08/18/2022	06:49:29	UNK								
		ASSISTFD		3344 BANDINI BL, VERNON								
			VPD	CERDA,EUGENIO	*44E	06:50:41					06:51:07	
			VPD		31E	06:51:04	06:51:05	07:00:57				09:34:18
			VPD	ESCOBEDO,ALEX	32			07:01:41			07:21:57	
			VPD	VASQUEZ,LUIS/H	41W			07:14:41			07:22:05	
20220816057												
	1015	08/18/2022	07:54:49	RECYCLING CENTER								
	CITE	602		2221 E 55TH, VERNON								
	RPT											
			VPD	ESCOBEDO,ALEX	*32	07:56:27	07:57:10	08:02:49				08:32:32
			VPD	REDONA,BRYAN	22W			08:06:36				08:32:32
			VPD	ZOZAYA,OSCAR	48E	07:56:29	07:57:12	08:06:58				08:32:32
20220816060												
	RPT	08/18/2022	08:37:53	VERNON SALES								
		459VR		2788 E VERNON AV, VERNON								
			VPD	ESCOBEDO,ALEX	*32	08:40:29	08:40:32				08:41:15	
			VPD	VASQUEZ,LUIS/H	41W		08:41:13	08:44:50				09:43:49
20220816072												
	RPT	08/18/2022	10:30:44	QFX								
		459VR		2957 E 46TH, VERNON								
			VPD	ZOZAYA,OSCAR	*48E	10:33:54	10:33:55	10:39:33				11:38:19
20220816092												
	RPT	08/18/2022	16:17:18	JESTRO CASH AND CARRY								
		459VR		2300 E 57TH, VERNON								
			VPD	VASQUEZ,LUIS/H	*41W	16:19:28	16:19:29	16:22:57				17:08:47
20220816093												

# VERNON POLICE DEPARTMENT

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

First Date: 08/18/2022

Jurisdiction: VERNON

Last Date: 08/18/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816093														
	VOID	08/18/2022	16:50:17	T-MOBILE USA 888-662-4662 OPT 4										
	ASST	902T		S SOTO // LEONIS BL, VERNON										
	PATM													
	NRD													
	NX													
				VPD	REDONA,BRYAN	*22W	16:51:48	16:51:51	17:08:04			17:18:47		
				VPD	VASQUEZ,LUIS/H	41W			17:08:53					17:52:18
20220816096														
	VS	08/18/2022	17:28:40	LA COUNTY FIRE										
	CITE	901T		E 26TH // INDIANA, VERNON										
	RPT													
				VPD	CAM,PATRICK/GC	*31E	17:30:33	17:30:35	17:49:25					18:28:43
				VPD	REDONA,BRYAN	22W		17:30:57	17:35:28					18:28:43
				VPD	VASQUEZ,LUIS/H	41W			17:56:45					18:28:43

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

*First Date:* 08/19/2022

*Jurisdiction:* VERNON

*Last Date:* 08/19/2022

Call Number	Disp	Ten	Received	Caller		Unit Time						
		Code	Complaint	Address		Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816123												
	RPT		08/19/2022	12:27:28	UNITED PACIFIC DIST							
	RPCB		GTAR		4507 MAYWOOD AV, VERNON							
				VPD	REDONA,BRYAN	*44E	12:29:16	12:29:17	12:41:47		14:13:05	
20220816130												
	RPT		08/19/2022	14:53:43	YI BAO PRODUCE GROUP							
			459VR		3015 LEONIS BL, VERNON							
				VPD	VASQUEZ,LUIS/H	*41E	14:57:03	14:57:04	15:04:13			15:44:53

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/20/2022

Jurisdiction: VERNON

Last Date: 08/20/2022

Call Number	Disp	Ten	Received	Caller			Unit Time										
				Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20220816170																	
	1015		08/20/2022	10:51:20	NORMAN FOX AND CO												
	RPT		459		5511 S BOYLE AV, VERNON												
				VPD	REDONA,BRYAN		*44E	10:52:22	10:52:50	10:54:15				12:54:22			
				VPD	CAM,PATRICK/GC		43W		10:57:41	11:20:33				12:39:28			
				VPD	CERDA,EUGENIO		48	10:52:24	10:52:52	10:57:13						13:09:18	
				VPD	SANTOS,DANIEL		S1		10:57:43	11:03:49				12:54:17			
20220816194																	
	RPT		08/20/2022	21:35:11													
	VI		VCK		3706 E 26TH, VERNON												
				VPD	SALDANA,CARLO		*48E			21:35:11						23:09:39	
				VPD	NEWTON,TODD		40E		21:51:12	22:04:20				23:08:54			
				VPD			41W		21:41:59	21:46:49				22:29:58			
				VPD	ESTRADA,IGNACI		S2		21:49:25					22:00:34			

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/21/2022

Jurisdiction: VERNON

Last Date: 08/21/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816210												
1015		08/21/2022	01:04:48									
RPT		TRAFFIC STOP		S ALAMEDA // 57TH, VERNON								
VI												
			VPD	HERNANDEZ,EDV	*41W			01:04:49			03:15:26	
			VPD	OURIQUE,CARLO	32W		01:05:35	01:14:27			02:28:54	
				USTOW	US TOW	02:02:56	02:02:57	02:12:07			04:48:44	
20220816216												
RPT		08/21/2022	02:25:39	T-Mobile USA 888-662-4662 opt 4								
1015		245R		2141 E 51ST, VERNON								
			VPD	SALDANA,CARLO	*48E		02:27:25	02:30:26			09:08:13	
			VPD	MACIEL,CYNTHIA	31E			07:15:32			14:17:10	
			VPD	OURIQUE,CARLO	32W			02:28:56			07:22:28	
			VPD	NEWTON,TODD	40E		02:28:05	02:30:36			07:50:13	
			VPD	HERNANDEZ,EDV	41W		03:15:30	03:42:07			06:50:06	
			VPD	MANNINO,NICHOI	43W		07:38:09	07:45:49			11:36:58	
			VPD	REDONA,BRYAN	44			09:56:31			10:11:45	
			VPD	RAMOS,JOSE	5D31			06:46:31				15:09:28
			VPD	SWINFORD,PHILL	5D32			06:46:35				15:09:28
			VPD	MADRIGAL,ALFOI	5D33			06:46:37				15:09:28
			VPD	PEREZ,NICK	L1			06:46:42				15:09:29
			VPD	SANTOS,DANIEL	S1			09:56:36			10:19:40	
			VPD	ESTRADA,IGNACI	S2			02:35:41			05:56:52	
20220816217												
VREC		08/21/2022	03:02:51	US TOW								
		REC		S ALAMEDA // 25TH, VERNON								
			VPD	RECORDS BUREAU	*RECD			03:03:05				03:36:14
20220816245												
RPT		08/21/2022	15:38:37	AT&T MOBILITY 800 635 6840 4								
VS		901T		E SLAUSON AV // ALCOA AV, VERNON								
			VPD	REDONA,BRYAN	*44		15:39:09	15:42:19			16:09:52	
			VPD	MACIEL,CYNTHIA	31E		15:39:26	15:42:35				16:26:03

# VERNON POLICE DEPARTMENT

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

First Date: 08/21/2022

Jurisdiction: VERNON

Last Date: 08/21/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816245														
	RPT		08/21/2022	15:38:37	AT&T MOBILITY 800 635 6840	4								
	VS		901T		E SLAUSON AV // ALCOA AV, VERNON									
				MR C TOW	MR C TOW	15:57:44	15:57:47	16:01:57				16:09:50		
20220816260														
	RPT		08/21/2022	23:15:27										
	VS		VCK		GIFFORD AV // FRUITLAND AV, VERNON									
				VPD	OURIQUE, CARLO	*32E		23:15:28				00:20:14		
				MR C TOW	MR C TOW	23:20:40	23:21:33	23:30:39				00:20:10		

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/22/2022

Jurisdiction: VERNON

Last Date: 08/22/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816265														
	RPT		08/22/2022	02:08:54										
	VS		VCK		FRUITLAND AV // GIFFORD AV, VERNON						Department VPD	OCA Number CR22-1507	RMS Juris CA0197300	
				VPD	OURIQUE,CARLO	*32E			02:08:54				02:35:41	
					USTOW	US TOW	02:10:17	02:10:48	02:23:12				02:35:36	
20220816279														
	RPT		08/22/2022	07:36:15										
			459VR		2326 E VERNON AV, VERNON						Department VPD	OCA Number CR22-1508	RMS Juris CA0197300	
				VPD		*43W		07:38:48	07:39:08				08:03:46	
20220816285														
	RPT		08/22/2022	08:15:31										
			459R		AMERICAN COVER DESIGN 2131 E 52D, VERNON						Department VPD	OCA Number CR22-1510	RMS Juris CA0197300	
				VPD	MACIEL,CYNTHIA	*43W		08:20:35	08:50:56				10:02:55	
				VPD	ENCINAS,ANTHOI	S6		08:44:45	08:50:57				09:58:56	
20220816287														
	RPT		08/22/2022	08:19:41										
			594R		CORE SYSTEMS DISTRIBUTIONS 4601 E 50TH, VERNON						Department VPD	OCA Number CR22-1509	RMS Juris CA0197300	
				VPD	ESCOBEDO,ALEX	*44		08:20:39	08:33:58					08:55:44
20220816288														
	RPT		08/22/2022	08:25:32										
	VI		911A		AUTHENTIC DISTRIBUTION 2101 E 51ST, VERNON						Department VPD	OCA Number CR22-1511	RMS Juris CA0197300	
				VPD	GODOY,RAYMON	*40E		08:42:26	08:51:38					09:42:12
				VPD	CEDENO,RUTH	2P8		09:02:30	09:08:11				09:35:02	
					MR C TOW	MR C TOW	09:01:58	09:01:58	09:17:58					09:42:12
20220816304														
	RPT		08/22/2022	10:42:51										
			459R		BRONSON LLC 5408 S SANTA FE AV, VERNON						Department VPD	OCA Number CR22-1512	RMS Juris CA0197300	
				VPD	MACIEL,CYNTHIA	*43W		10:43:31	10:51:42				11:36:32	

# VERNON POLICE DEPARTMENT

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

First Date: 08/22/2022

Jurisdiction: VERNON

Last Date: 08/22/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816307														
	RPT		08/22/2022	11:07:03	AT&T MOBILITY 800 635 6840 4									
			901T		3838 S SANTA FE AV, VERNON									
				VPD	ESCOBEDO,ALEX		*44		11:07:40	11:09:59			11:15:21	
				VPD	LUCAS,JASON		22		11:08:16				11:11:40	
				VPD	GODOY,RAYMON		40E		11:08:05				11:11:41	
				VPD	MACIEL,CYNTHIA		43W		11:10:21				11:11:26	
				VPD	ESCOBEDO,ALEX		44W			11:15:18				11:32:15
				VPD	ENCINAS,ANTHOI		S6			11:10:08				11:32:15
20220816320														
	SUP		08/22/2022	13:55:02	YI BAO PRODUCE GROUP									
			140		3015 LEONIS BL, VERNON									
				VPD	GODOY,RAYMON		*40E	13:56:29	13:56:29				13:56:46	
				VPD	LUCAS,JASON		22E		13:56:51	14:00:13				15:16:09

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

<b>Jurisdiction:</b>		VERNON		<b>First Date:</b>		08/23/2022						
<b>Last Date:</b>		08/23/2022										
<b>Call Number</b>	<b>Disp</b>	<b>Ten</b>	<b>Received</b>	<b>Caller</b>		<b>Unit Time</b>						
		<b>Code</b>	<b>Complaint</b>	<b>Address</b>								
			<b>Dep</b>	<b>Officer</b>	<b>Unit</b>	<b>Dispatch</b>	<b>Enroute</b>	<b>OnScene</b>	<b>Depart</b>	<b>Arrive</b>	<b>Remove</b>	<b>Comp</b>
20220816375												
	RPT		08/23/2022	07:31:11	WHOLE FOODS							
	VS		917A		5050 PACIFIC BL, VERNON							
				VPD	GODOY,RAYMON	*40W	07:33:00	07:39:11				08:42:00
20220816376												
	RPT		08/23/2022	07:40:29	YURI QUINTERO							
			902T		E SLAUSON AV // BOYLE AV, VERNON							
				VPD	MACIEL,CYNTHIA	*43E	07:42:46				07:43:32	
				VPD	CERDA,EUGENIO	32	07:43:30	07:49:39				08:12:31
20220816387												
	RPT		08/23/2022	09:48:16	T-Mobile USA 888-662-4662 opt 4							
	CITY		20002R		E 26TH // SOTO, VERNON							
				VPD	ESCOBEDO,ALEX	*31W	09:49:19	09:49:42	09:52:01		10:38:27	
				VPD	LUCAS,JASON	22W	09:49:20	09:49:40	09:51:47		10:38:25	
				VPD	CERDA,EUGENIO	32		09:50:20	09:56:50		10:40:02	
				VPD	GODOY,RAYMON	40W		09:57:01	10:02:00		10:38:23	
				VPD	MACIEL,CYNTHIA	43E		09:57:42	10:07:19		10:38:21	
				VPD	ZOZAYA,OSCAR	48E		09:56:52	10:03:42			10:49:58
20220816409												
	RPT		08/23/2022	13:40:28								
	HPPN		GTA		S DISTRICT BL // ATLANTIC BL, VERNON							
	HPPD											
				VPD	ZOZAYA,OSCAR	*48E	13:42:03	13:44:53			14:35:54	
				VPD	MACIEL,CYNTHIA	43E	13:42:04	13:54:21			16:02:50	
20220816417												
	RPT		08/23/2022	16:22:18	JETRO CASH AND CARRY							
			459VR		2300 E 57TH, VERNON							
				VPD	MACIEL,CYNTHIA	*43E	16:26:24				16:26:43	
				VPD	GODOY,RAYMON	40W	16:26:29	16:32:16				17:11:30

# VERNON POLICE DEPARTMENT

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

First Date: 08/24/2022

Jurisdiction: VERNON

Last Date: 08/24/2022

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20220816434														
	VREC	08/24/2022	00:38:39											
	FI	FU		12800 S BROADWAY, LOS ANGELES										
			VPD	OURIQUE,CARLO	*32		00:40:39	00:38:39				02:56:25		
			VPD	CERDA,PAUL,JR	41E		00:39:42				00:40:34			
20220816436														
	RPT	08/24/2022	01:29:46											
	CITE	TRAFFIC STOP		E VERNON AV // SAINT CHARLES, VERNON					Department VPD	OCA Number CR22-1519	RMS Juris CA0197300			
	VI		VPD	CERDA,PAUL,JR	*41E			01:29:46				02:32:17		
			VPD	HERNANDEZ,EDV	48W			01:29:50			02:22:00			
20220816444														
	RPT	08/24/2022	06:01:20	VERIZON WIRELESS 1-800-451-5242										
		901TR		3301 E VERNON AV, VERNON					Department VPD	OCA Number CR22-1520	RMS Juris CA0197300			
			VPD	HERNANDEZ,EDV	*48W	06:03:07	06:03:40	06:05:30				06:50:38		
			VPD	OURIQUE,CARLO	32	06:03:08	06:04:05				06:17:37			
			VPD	CERDA,PAUL,JR	41E		06:04:44	06:11:29				06:50:37		
20220816479														
	RPT	08/24/2022	14:03:39											
		925		4305 S SANTA FE AV, VERNON					Department VPD	OCA Number CR22-1521	RMS Juris CA0197300			
			VPD	CROSS,JEREMY	*S3			14:04:58				14:41:09		
			VPD	GODOY,RAYMON	40W			14:26:51				14:41:08		
			VPD		43E			14:18:25				14:41:08		
			VPD	PEREZ,NICK	L1			14:06:47				14:41:09		
			VPD	ENCINAS,ANTHOI	S6			14:05:00				14:41:10		
20220816483														
	1015	08/24/2022	16:23:08											
	RPT	PEDCK		E 57TH // SANTA FE AV, VERNON					Department VPD	OCA Number CR22-1522	RMS Juris CA0197300			
			VPD	VASQUEZ,LUIS/H	*31W			16:23:08				17:43:28		
			VPD	ZOZAYA,OSCAR	48W		16:41:28	16:46:19			17:03:15			

# VERNON POLICE DEPARTMENT

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

		<i>First Date:</i> 08/24/2022										
<i>Jurisdiction:</i> VERNON		<i>Last Date:</i> 08/24/2022										
<i>Call Number</i>	<i>Disp</i>	<i>Ten</i>	<i>Received</i>	<i>Caller</i>								
		<i>Code</i>	<i>Complaint</i>	<i>Address</i>		<i>Unit Time</i>						
		<i>Dep</i>	<i>Officer</i>	<i>Unit</i>		<i>Dispatch</i>	<i>Enroute</i>	<i>OnScene</i>	<i>Depart</i>	<i>Arrive</i>	<i>Remove</i>	<i>Comp</i>
20220816492												
	1015	08/24/2022	22:17:14	MARIA ZAMORA								
	VI	20002		S SANTA FE AV // FRUITLAND AV, VERNON					<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>	
	CITE								VPD	CR22-1523	CA0197300	
	OR											
	RPT											
				VPD	LANDA,RAFAEL	*48W	22:19:00	22:19:01	22:21:24			02:47:46
				VPD	HERNANDEZ,MIG	41E		22:24:26	22:26:15		02:00:18	
				VPD	CERDA,PAUL,JR	44		22:24:03	22:24:48		00:02:45	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/25/2022

Jurisdiction: VERNON

Last Date: 08/25/2022

Call Number	Disp	Ten	Received	Caller	Unit Time										
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20220816499															
	RPT		08/25/2022	03:25:53		T-MOBILE USA, INC.									
			240			S SANTA FE AV // 48TH, VERNON									
				VPD	CERDA,PAUL,JR		*44	03:27:25	03:27:27	03:31:46			03:43:01		
				VPD	HERNANDEZ,MIG		41E		03:30:13	03:31:45				04:01:52	
				VPD	LANDA,RAFAEL		48W		03:29:09	03:35:36				04:01:53	
20220816517															
	RPT		08/25/2022	08:27:13											
			902T			S SOTO // VERNON AV, VERNON									
				VPD	VASQUEZ,LUIS/H		*31E	08:28:30	08:28:54	08:36:16				09:05:15	
20220816521															
	RPT		08/25/2022	08:55:45		CLEMENTES EMBROIDERY									
			459R			2415 E 37TH, VERNON									
				VPD	VASQUEZ,LUIS/H		*31E	09:05:23	09:05:38	09:08:26			09:52:48		
20220816524															
	RPT		08/25/2022	09:18:28		VERNON HOUSING									
			KTP			3560 E VERNON AV, VERNON									
				VPD	REDONA,BRYAN		*40E	09:24:20	09:24:21	09:30:44				10:11:29	
				VPD	CERDA,EUGENIO		32W		09:25:58	09:30:40				10:11:29	
				VPD	CAM,PATRICK		48W			09:43:44				10:11:30	
20220816526															
	1015		08/25/2022	10:23:21											
	RPT		TRAFFIC STOP			3163 E VERNON AV, VERNON									
	CITE														
				VPD	VASQUEZ,LUIS/H		*31E			10:23:21				11:29:36	
				VPD	CERDA,EUGENIO		32W			11:13:47				11:29:36	
20220816529															
	1015		08/25/2022	10:45:51											
	RPT		DET			4305 S SANTA FE AV, VERNON									

# VERNON POLICE DEPARTMENT

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

First Date: 08/25/2022

Jurisdiction: VERNON

Last Date: 08/25/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816529														
	1015		08/25/2022	10:45:51										
	RPT		DET			4305 S SANTA FE AV, VERNON								
				VPD	MADRIGAL,ALFOI	*5D33				10:45:51				11:01:38
20220816534														
	RPT		08/25/2022	13:00:09		NATURES PRODUCE								
			487R			3305 BANDINI BL, VERNON								
				VPD	REDONA,BRYAN	*40E	13:02:20	13:02:26		13:06:45				13:59:16
									Department VPD	OCA Number CR22-1529		RMS Juris CA0197300		
20220816538														
	RPT		08/25/2022	15:35:59		AT&T MOBILITY 800 635 6840 4								
			902T			E VERNON AV // DOWNEY RD, VERNON								
				VPD	REDONA,BRYAN	*40E		15:43:09		15:51:02				16:26:28
									Department VPD	OCA Number CR22-1530		RMS Juris CA0197300		

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/26/2022

Jurisdiction: VERNON

Last Date: 08/26/2022

Call Number	Disp	Ten	Received	Caller											
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20220816568															
	RPT		08/26/2022	04:20:36											
		459VR		2100 E 55TH, VERNON											
			VPD	NEWTON,TODD			*43W	04:23:04	04:23:05	04:25:41					04:53:03
20220816578															
	MET		08/26/2022	07:01:15											
	RPT		SRMET	FRUITLAND AV // DOWNEY RD, VERNON											
			VPD	ESCOBEDO,ALEX			*MET1			07:01:15					09:50:18
20220816601															
	RPT		08/26/2022	15:33:58											
	CITE		902T	S SOTO // 37TH, VERNON											
			VPD	CAM,PATRICK			*48W			15:34:01					16:28:18
			VPD	VASQUEZ,LUIS/H			31		15:35:08	15:38:04					16:28:17
20220816605															
	RPT		08/26/2022	19:13:24											
		594R		OWENS BROCKWAY 2901 FRUITLAND AV, VERNON											
			VPD	SALDANA,CARLO			*31E	19:14:59	19:14:59	19:21:28					20:11:28
20220816620															
	1015		08/26/2022	21:41:56											
	RPT		TRAFFIC STOP	3100 E 26TH, VERNON											
			VPD	MADRIGAL,ALFOI			*3L2			21:41:57				21:57:45	
			VPD	GODOY,RAYMON			3L8		21:45:47	21:47:05				21:57:49	
20220816624															
	1015		08/26/2022	22:32:04											
	RPT		DUI/TRAFFIC	S SOTO // 37TH, VERNON											
			VPD	CERDA,EUGENIO			*3L5			22:32:04				23:02:05	
20220816629															

# VERNON POLICE DEPARTMENT

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

First Date: 08/26/2022

Jurisdiction: VERNON

Last Date: 08/26/2022

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816629															
	RPT		08/26/2022	23:40:57											
	VS		VCK		3706 E 26TH, VERNON										
				VPD	SALDANA,CARLO		*31E				23:40:57			00:29:47	
				VPD	LANDA,RAFAEL		32		23:41:00		23:46:45			00:20:47	
				VPD	NEWTON,TODD		41W				23:46:53			00:16:00	
				VPD	LUCAS,JASON		XS				23:46:56			00:16:03	
20220816630															
	1015		08/26/2022	23:57:56											
	RPT		DUITRAFFIC		S SOTO // 37TH, VERNON										
	VI														
				VPD	HERNANDEZ,MIG		*3L7				23:58:01			01:00:53	
				VPD	CERDA,PAUL,JR		3L3				00:21:59			00:22:38	
				VPD	CERDA,EUGENIO		3L5				00:22:44			00:25:57	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/27/2022

Jurisdiction: VERNON

Last Date: 08/27/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816634												
1015		08/27/2022	00:21:41									
RPT		DUITRAFFIC		E 37TH // SOTO, VERNON								
			VPD	CERDA,PAUL,JR	*3L3			00:21:41			01:00:23	
20220816640												
1015		08/27/2022	02:29:26									
RPT		PEDCK		5037 E DISTRICT BL, VERNON								
			VPD	SALDANA,CARLO	*31E			02:29:26			03:59:46	
			VPD	LANDA,RAFAEL	32		02:29:44	02:32:08			03:59:44	
			VPD	NEWTON,TODD	41W		02:29:36	02:32:11			03:25:48	
			VPD	LUCAS,JASON	XS		02:29:49	02:34:52			03:59:42	
20220816647												
RPT		08/27/2022	07:02:38	GREGORY								
		902T		BANDINI BL // SUNOL DR, VERNON								
			VPD		*32E	07:03:50	07:03:51	07:19:17				07:50:10
			VPD	CAM,PATRICK	48			07:26:37				07:50:11
20220816658												
RPT		08/27/2022	09:20:23	LA TRUCK & TRAILER								
		459VR		3056 BANDINI BL, VERNON								
			VPD	REDONA,BRYAN	*32E	09:21:44	09:21:44	09:25:52			09:31:52	
			VPD	CAM,PATRICK	48			09:26:22				10:04:56
20220816664												
VREC		08/27/2022	10:18:48	UNK								
		REC		4350 ALCOA AV, VERNON								
			VPD	ARANA,ANDRE	*31W	10:19:01	10:19:01	10:19:02			11:20:57	
			VPD	DISPATCH	DISP			11:20:51				12:29:29
20220816667												
VREC		08/27/2022	10:40:44	T-MOBILE USA 888-662-4662 OPT 4								
		REC		3150 E 46TH, VERNON								
									Department VPD	OCA Number CR22-1546	RMS Juris CA0197300	

# VERNON POLICE DEPARTMENT

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

First Date: 08/27/2022

Jurisdiction: VERNON

Last Date: 08/27/2022

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20220816667												
	VREC		08/27/2022	10:40:44			T-MOBILE USA 888-662-4662 OPT 4					
			REC				3150 E 46TH, VERNON					
				VPD	REDONA,BRYAN		*32E	10:44:35	10:44:35	11:03:44		11:35:32
				VPD	CAM,PATRICK		48		10:45:33	10:48:23		12:58:23
20220816672												
	RPT		08/27/2022	11:31:38			LA TRUCK & TRAILER					
			459VR				3056 BANDINI BL, VERNON					
				VPD	REDONA,BRYAN		*32E	11:35:55	11:35:56	11:56:33		11:36:08
												12:17:00
20220816693												
	FA		08/27/2022	23:20:35			26 CALIFORNIA BAZAR					
	RPT		459A				2845 E 26TH, VERNON					
				VPD	NEWTON,TODD		*43E		23:22:44	23:24:11		00:48:16
				VPD	FLORES,TERESA		40W		23:23:41	23:26:20		00:12:29
				VPD	SALDANA,CARLO		48			23:31:18		00:16:37

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/28/2022

Jurisdiction: VERNON

Last Date: 08/28/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816700														
	VREC		08/28/2022	01:27:35										
	RPT		REC		2023 E 55TH, VERNON									
				VPD	FLORES,TERESA	*40W				01:27:35			02:08:02	
				VPD	SALDANA,CARLO	48		01:27:38		01:28:50			02:08:08	
					USTOW	US TOW	01:36:21	01:36:22		01:51:29			02:09:08	
20220816704														
	RPT		08/28/2022	02:41:16	MGS									
	CITY		594R		4963 S SOTO, VERNON									
				VPD	FLORES,TERESA	*40W		02:43:30		02:48:03			03:51:30	
				VPD	SALDANA,CARLO	48				02:48:37			03:24:26	
20220816730														
	RPT		08/28/2022	13:34:46										
	CITE		VCK		4010 E 26TH, VERNON									
	VI													
				VPD	CAM,PATRICK	*48W				13:34:46				15:44:01
					MR C TOW	MR C TOW	13:38:50	13:39:29		13:52:15				15:44:01
20220816740														
	1015		08/28/2022	17:29:21										
	VI		DET		7822 CALIFORNIA, HUNTINGTON PARK									
	RPT													
				VPD	SWINFORD,PHILL	*5D32				17:29:21				21:13:23
				VPD	ARANA,ANDRE	31E		18:04:32		18:18:19			18:21:31	
				VPD	CAM,PATRICK	48W		17:32:47		17:47:38			20:51:00	
				VPD	MADRIGAL,ALFOI	5D33				17:29:27				21:13:23
					USTOW	US TOW	18:30:09	18:31:08		19:44:16				21:13:24

\* Denotes Primary Unit

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

***First Date:*** 08/29/2022

***Last Date:*** 08/29/2022

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816764															
VI		08/29/2022	00:16:39	HELIOTROPE ST // DISTRICT BL, VERNON											
			VCK												
			VPD	NEWTON,TODD		*43				00:16:39					00:58:56
20220816771															
RPT		08/29/2022	03:33:03	STRATEGIC MATERIALS											
RPCB		459R		3211 E 26TH, VERNON											
			VPD	SALDANA,CARLO		*31E	03:34:16	03:34:17		03:42:18				05:23:39	
			VPD	OURIQUE,CARLO		32W				03:48:54		05:11:46			
			VPD	NEWTON,TODD		43	03:48:42	03:48:44		03:53:58		04:47:24			
20220816782															
RPT		08/29/2022	07:36:06	BLACK LABEL HOME											
		A459R		2529 CHAMBERS, VERNON S/A C											
			VPD	MACIEL,CYNTHIA		*40W	07:41:26	07:41:27		07:56:28		07:43:57	08:40:24		
			VPD	GODOY,RAYMON		41E		07:43:54		07:48:12					
20220816786															
VREC		08/29/2022	08:19:25	RANDALL FOODS											
RPT		REC		2905 E 50TH, VERNON											
			VPD	GODOY,RAYMON		*41E		08:21:05	08:29:07				08:56:50		
20220816788															
RPT		08/29/2022	08:35:12	CAPITOL LOGISTICS											
		459VR		5899 DOWNEY RD, VERNON											
			VPD	MACIEL,CYNTHIA		*40W		08:40:50	08:48:20		09:23:01				
			VPD	GODOY,RAYMON		41E		08:57:10	09:02:18			09:33:18			
			VPD	ESCOBEDO,ALEX		48		08:55:23	09:01:09		09:23:19				
20220816790															
RPT		08/29/2022	09:18:45	BIG SAVER											
		459VR		4260 CHARTER AV, VERNON											

# VERNON POLICE DEPARTMENT

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

First Date: 08/29/2022

Jurisdiction: VERNON

Last Date: 08/29/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816790														
	RPT		08/29/2022	09:18:45		BIG SAVER								
			459VR			4260 CHARTER AV, VERNON								
				VPD	MACIEL,CYNTHIA	*40W		09:23:01					09:23:51	
				VPD	ESCOBEDO,ALEX	48		09:23:45	09:26:41					10:32:33
20220816798														
	RPT		08/29/2022	10:53:48		BERTEX								
			594R			3165 E SLAUSON AV, VERNON								
				VPD	GODOY,RAYMON	*41E		10:57:43	11:13:49					12:20:18
20220816804														
	RPT		08/29/2022	12:37:59		CHRISTIAN PEREZ								
			GTAR			5500 ALCOA AV, VERNON								
				VPD	MACIEL,CYNTHIA	*40W		12:46:58	12:58:09					13:35:55
20220816810														
	RPT		08/29/2022	14:01:41										
			GTAR			4825 S SOTO, VERNON								
				VPD	ESCOBEDO,ALEX	*48	14:15:33	14:15:50	14:19:28				15:25:50	
20220816820														
	RPT		08/29/2022	17:41:22		RAYLEEN								
	VI		20002			FRUITLAND AV // DOWNEY RD, VERNON								
				VPD	ESCOBEDO,ALEX	*48		17:44:03	17:47:42				18:39:09	
				VPD	MACIEL,CYNTHIA	40W		17:54:21	17:55:37				18:39:04	
				VPD	GODOY,RAYMON	41E		17:53:37	17:56:13				18:58:28	
20220816821														
	RPT		08/29/2022	18:37:14		UNK								
			417			2161 E 25TH, VERNON								
				VPD	MACIEL,CYNTHIA	*40W		18:39:04	18:43:27				19:02:16	
				VPD	FLORES,TERESA	31E		18:43:40	18:45:09				19:08:59	
				VPD	ESCOBEDO,ALEX	48		18:39:09	18:42:41				18:55:42	

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

***First Date:*** 08/29/2022

***Last Date:*** 08/29/2022

Call Number	Disp	Ten	Received	Caller			Unit Time							
		Code	Complaint	Address		Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20220816821														
	RPT		08/29/2022	18:37:14	UNK									
			417		2161 E 25TH, VERNON									
				VPD	HERNANDEZ,MIG		48W			18:50:38		19:09:01		
				VPD	ENCINAS,ANTHOI		S6			18:47:09		18:47:18		
				VPD	GAYTAN,LORENZ		S7			18:47:16		19:09:03		
20220816831														
	VREC		08/29/2022	20:03:21										
	VS		REC		MINERVA // 26TH, VERNON									
	RPT													
				VPD	OURIQUE,CARLO		*32W			20:03:21		20:32:19		
20220816834														
	RPT		08/29/2022	20:57:04										
	SRVD		TRAFFIC STOP		E 37TH // SEVILLE AV, VERNON									
	VI													
				VPD	OURIQUE,CARLO		*32W			20:57:04		22:03:27		
				VPD	HERNANDEZ,MIG		48W	21:01:39		21:03:21		22:03:31		
20220816837														
	RPT		08/29/2022	22:29:10										
	VS		VCK		2820 LEONIS BL, VERNON									
				VPD	GAYTAN,LORENZ		*S7			22:29:10				01:40:17
				VPD	FLORES,TERESA		31E	22:30:04		22:32:23		23:07:04		
				VPD	HERNANDEZ,MIG		48W	23:00:01				23:09:43		

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

		First Date: 08/30/2022								
Jurisdiction: VERNON		Last Date: 08/30/2022								
Call Number	Disp	Ten	Received	Caller		Unit Time				
			Code	Complaint	Address					
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive
									Remove	Comp
20220816848										
	CITE		08/30/2022	02:29:26						
	VI		TRAFFIC STOP		3100 E 26TH, VERNON					
				VPD OURIQUE,CARLO	*32W			02:29:27		03:14:49
				VPD CERDA,PAUL,JR	44E			02:31:42		03:14:49
				VPD HERNANDEZ,MIG	48W	02:29:47		02:31:43		03:14:49
20220816849										
	VREC		08/30/2022	03:26:54						
			REC		6105 MAYWOOD AVE, VERNON					
				VPD FLORES,TERESA	*31E	03:27:07	03:35:57	03:50:52		04:53:48
20220816857										
	CITE		08/30/2022	06:30:59						
	1015		TRAFFIC STOP		DOWNEY RD // DISTRICT BL, VERNON					
	RPT									
	VI									
				VPD FLORES,TERESA	*31E			06:31:05		07:29:29
				VPD GODOY,RAYMON	43	07:01:45		07:08:23		07:20:16
				VPD CERDA,PAUL,JR	44E	06:48:38		06:49:29		07:16:46
				VPD MACIEL,CYNTHIA	48	07:01:49		07:08:25		07:20:26
				VPD HERNANDEZ,MIG	48W	06:43:53		06:49:41		07:18:10
20220816858										
	VS		08/30/2022	06:39:55	UNK					
	RPT		586		2446 E 52D, VERNON					
				VPD HERNANDEZ,MIG	*48W	06:41:07				06:43:47
				VPD MACIEL,CYNTHIA	48			07:58:55		08:08:07
				VPD HERRERA,GUSTAF	L2	07:14:37		07:22:45		08:16:10
20220816873										
	RPT		08/30/2022	09:52:29	C & M TRUCKING					
			A487R		4255 E DISTRICT BL, VERNON					
				VPD ZOZAYA,OSCAR	*41E	09:54:07		10:04:28		11:01:20

# VERNON POLICE DEPARTMENT

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

First Date: 08/30/2022

Jurisdiction: VERNON

Last Date: 08/30/2022

Call Number	Disp	Ten	Received	Caller	Unit Time					
			Code	Complaint	Address					
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive
										Remove
										Comp
<b>20220816885</b>										
	RPT		08/30/2022	13:13:55	WHOLESALE TIRE DISTRIBUTORS					
			GTAR		4490 AYERS AV, VERNON					
				VPD	ZOZAYA,OSCAR	*41E	13:15:35	13:16:04		
				VPD	MACIEL,CYNTHIA	48		13:16:41	13:23:03	13:16:44
										14:51:47
<b>20220816888</b>										
	RPT		08/30/2022	13:58:35	T-Mobile USA 888-662-4662 opt 4					
			207		LEONIS BL // DOWNEY RD, VERNON					
				VPD	GODOY,RAYMON	*43	14:01:33	14:03:21		
				VPD	ZOZAYA,OSCAR	41E		14:09:28		14:54:26
										15:12:09
<b>20220816896</b>										
	VREC		08/30/2022	16:22:29						
			DET		SLAUSON // SANTA FE SPRINGS RD, WHITTIEI					
				VPD	MADRIGAL,ALFOI	*5D33		16:24:20		18:19:24
				VPD	RAMOS,JOSE	5D31	16:24:34	16:33:01		18:19:25
				VPD	PEREZ,NICK	L1	16:24:44	16:57:55		18:19:25
<b>20220816899</b>										
	1015		08/30/2022	16:51:18	MY MOCHI					
			FU		5563 ALCOA AV, VERNON					
				VPD	ZOZAYA,OSCAR	*41E	16:54:07			17:30:54
				VPD	CERDA,EUGENIO	40W	16:56:01	17:00:30		18:16:08
				VPD	GODOY,RAYMON	43	16:56:03	17:00:27		17:30:56
				VPD	MACIEL,CYNTHIA	48	16:54:08	17:02:24		17:30:58
				VPD	RAMOS,JOSE	5D31		18:19:36		19:16:06
				VPD	MADRIGAL,ALFOI	5D33		18:19:31		19:29:05
				VPD	CROSS,JEREMY	S3	16:57:43	17:00:24		19:05:54
<b>20220816900</b>										
	RPT		08/30/2022	17:31:39						
	CITE		TRAFFIC STOP		DOWNEY RD // LEONIS BL, VERNON					
	1015									

# VERNON POLICE DEPARTMENT

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

<b>Jurisdiction:</b> VERNON			<b>First Date:</b> 08/30/2022		<b>Last Date:</b> 08/30/2022							
<b>Call Number</b>	<b>Disp</b>	<b>Ten</b>	<b>Received</b>	<b>Caller</b>		<b>Unit Time</b>						
		<b>Code</b>	<b>Complaint</b>	<b>Address</b>								
			<b>Dep</b>	<b>Officer</b>	<b>Unit</b>	<b>Dispatch</b>	<b>Enroute</b>	<b>OnScene</b>	<b>Depart</b>	<b>Arrive</b>	<b>Remove</b>	<b>Comp</b>
20220816900												
	RPT		08/30/2022	17:31:39								
	CITE		TRAFFIC STOP		DOWNEY RD // LEONIS BL, VERNON							
	1015											
			VPD	MACIEL,CYNTHIA	*48			17:31:39				18:27:27
20220816922												
	RPT		08/30/2022	23:13:07								
	VI		PEDCK		E 30TH // SANTA FE AV, VERNON							
			VPD	HERNANDEZ,MIG	*31W			23:13:07			00:03:33	
			VPD	CERDA,PAUL,JR	32E	23:13:10	23:13:11				00:03:31	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 08/31/2022

Jurisdiction: VERNON

Last Date: 08/31/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220816927												
	RPT		08/31/2022	00:10:40								
	VI		TRAFFIC STOP	S SOTO // WASHINGTON BL, VERNON								
	CITE											
	SOW											
				VPD OURIQUE,CARLO	*1Z8			00:10:40				00:58:11
				VPD CERDA,PAUL,JR	32E	00:10:42	00:12:50	00:12:51			00:53:50	
				VPD GAYTAN,LORENZ	S7			00:15:45			00:29:46	
20220816937												
	VREC		08/31/2022	06:29:11								
			REC	S SOTO // 37TH, VERNON								
				VPD HERNANDEZ,RUI	*44			06:29:11			07:34:15	
				VPD HERNANDEZ,MIG	31W	06:30:57	06:31:02	06:43:52			07:09:09	
				VPD CERDA,EUGENIO	40E		07:16:22	07:27:22				07:40:51
20220816944												
	RPT		08/31/2022	08:45:02								
			487R	PINK'S IRON DOORS 2382 E 48TH, VERNON								
				VPD ZOZAYA,OSCAR	*41W	08:48:11	08:48:46				09:05:02	
				VPD CERDA,EUGENIO	40E		08:49:52	08:56:53			09:42:45	
20220816953												
	RPT		08/31/2022	10:26:02								
			459VR	LA FIBER 4920 S BOYLE AV, VERNON								
				VPD MACIEL,CYNTHIA	*32	10:28:43	10:29:00				10:34:47	
				VPD CERDA,EUGENIO	40E		10:34:21	10:42:20				11:28:45
20220816968												
	RPT		08/31/2022	13:53:54								
			487R	FERNANDO 3211 FRUITLAND AV, VERNON								
				VPD MACIEL,CYNTHIA	*32	13:55:12	13:56:30				13:56:40	
				VPD GODOY,RAYMON	31		13:56:33	14:27:22			14:04:20	14:41:29

# VERNON POLICE DEPARTMENT

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

		<i>First Date:</i> 08/31/2022				<i>Last Date:</i> 08/31/2022						
<i>Jurisdiction:</i>		VERNON										
<i>Call Number</i>	<i>Disp</i>	<i>Ten</i>	<i>Received</i>	<i>Caller</i>								
		<i>Code</i>	<i>Complaint</i>	<i>Address</i>		<i>Unit Time</i>						
			<i>Dep</i>	<i>Officer</i>	<i>Unit</i>	<i>Dispatch</i>	<i>Enroute</i>	<i>OnScene</i>	<i>Depart</i>	<i>Arrive</i>	<i>Remove</i>	<i>Comp</i>
20220816984												
	RPT		08/31/2022	21:02:44	ERICA							
			273.5R		S SOTO // VERNON AV, VERNON			<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>		
				VPD	VASQUEZ,LUIS/H	*48	21:08:45	21:08:45	21:12:49			22:52:27
				VPD	CERDA,PAUL,JR	43W		21:08:51	21:12:51		22:08:57	
				VPD	HERNANDEZ,MIG	44E		21:27:00			21:43:28	
				VPD	ESTRADA,IGNACI	S2			21:28:53		22:33:17	

\* Denotes Primary Unit

# City Council Agenda Item Report

Submitted by: Brandon Gray  
Submitting Department: Police Department  
Meeting Date: October 18, 2022

## **SUBJECT**

Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant Agreement

## **Recommendation:**

Approve and authorize the City Administrator, Police Chief, and Police Sergeant to execute a grant agreement between the City of Vernon and the Office of Traffic Safety, in substantially the same form as submitted, for participation in the Selective Traffic Enforcement Program (STEP) for a one (1) year term, with an effective date of October 1, 2022.

## **Background:**

The Vernon Police Department (VPD) has received a grant through the Office of Traffic Safety (OTS) to participate in the Selective Traffic Enforcement Program (STEP). The goals of the program include the following: reduce the number of persons killed and/or injured in traffic collisions; reduce the number of persons killed and/or injured in Driving Under the Influence (DUI) related collisions; and raise public awareness about DUI enforcement activities in the Los Angeles County region. In order to accomplish the goals of the program, participating agencies will be required to take part in various enforcement activities which include saturation patrol details, motorcycle safety enforcement, distracted driving enforcement, pedestrian and bicycle enforcement, and DUI checkpoints.

VPD staff will coordinate enforcement activities as required on an overtime basis. The VPD will receive reimbursement for a majority of the overtime related costs (benefits calculated at 1.45%). The VPD has participated in this program for a number of years and has been successful attaining the goals specified.

To engage in the program, law enforcement agencies are required to sign an agreement to receive reimbursement for personnel overtime costs. Reimbursements will be made within 90 days of receipt of an invoice, activity log, and quarterly traffic collision reports. The OTS Grant Agreement is for a one-year term and shall remain in effect until September 30, 2023.

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

## **Fiscal Impact:**

Award of the grant will result in \$90,000 in additional revenue to the General Fund. The grant funds will cover a majority of the projected overtime costs for VPD's annual participation in STEP.

## **Attachments:**

1. [Office of Traffic Safety STEP Grant Agreement 2022-2023](#)

<b>1. GRANT TITLE</b> <b>Selective Traffic Enforcement Program (STEP)</b>	
<b>2. NAME OF AGENCY</b> <b>Vernon</b>	<b>3. Grant Period</b> From: 10/01/2022 To: 09/30/2023
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> <b>Vernon Police Department</b>	
<b>5. GRANT DESCRIPTION</b> Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$90,000.00</b>	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"><li>• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li><li>• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li><li>• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li><li>• Exhibit A – Certifications and Assurances</li><li>• Exhibit B* – OTS Grant Program Manual</li><li>• Exhibit C – Grant Electronic Management System (GEMS) Access</li></ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. Approval Signatures</b>	
<b>A. GRANT DIRECTOR</b> NAME: Daniel Onopa TITLE: Sergeant EMAIL: donopa@covpd.org PHONE: (323) 587-5171 ADDRESS: 4305 Santa Fe Ave Vernon, CA 90058  _____ (Signature) (Date)	<b>B. AUTHORIZING OFFICIAL</b> NAME: Carlos Fandino TITLE: City Administrator EMAIL: cfandino@ci.vernon.ca.us PHONE: (323) 583-8811 ADDRESS: 4305 S. Santa Fe Avenue Vernon, CA 90058-1714  _____ (Signature) (Date)
<b>C. FISCAL OFFICIAL</b> NAME: Robert Sousa TITLE: Chief of Police EMAIL: rsousa@covpd.org PHONE: (323) 583-8811 ext 114 ADDRESS: 4305 Santa Fe Ave Vernon, CA 90058  _____ (Signature) (Date)	<b>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b> NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  _____ (Signature) (Date)

<b>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b>  NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>9. SAM INFORMATION</b>  SAM #: ZMK4GCEKJ7G3 REGISTERED ADDRESS: 4305 Santa Fe Avenue CITY: Vernon ZIP+4: 90058-1714
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				<b>AGREEMENT TOTAL</b>		<b>\$90,000.00</b>
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				<b>\$90,000.00</b>		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				<b>\$ 0.00</b>		
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
				<b>\$90,000.00</b>		

## **1. PROBLEM STATEMENT**

The City of Vernon will use grant funds for enforcement efforts to target DUI drivers, as well as those who commit other violations (speed, distracted driving, turning/yielding violations, etc.) that may contribute to traffic crashes. Our mission would continue to be simple in concept: continue to educate the public about the dangers and consequences of DUI drivers, and reduce traffic crashes and in doing so, reduce injuries and deaths associated to such crashes.

The City of Vernon Public Works Traffic Engineering Division conducted a Traffic Collision Review Report in 2014. Included in the report are the most frequent locations of traffic crashes and a list of the top primary crash factors. Current statistics (refer to Traffic Data Summary below) from 2018-2020 indicate the top primary crash factors have remained the same.

In examining the OTS Crash Rankings for 2019, we have also identified the below problem areas that we recognize and need to be addressed. As a part of the Group G, the City of Vernon had the following rankings:

Total Fatal and Injury: 5/32  
Alcohol Involved: 2/32  
Had Been Drinking Driver < 21: 31/32  
Had Been Drinking Driver 21-34: 1/32  
Motorcycles: 1/32  
Pedestrians: 2/32  
Bicyclists: 1/32  
Composite: 4/32  
Speed Related: 1/32  
Nighttime (9pm-2:59am): 1/32  
Hit and Run: 1/32

With the assistance and activities a STEP grant offers our department, we will strive to reduce traffic crashes, therefore reducing injuries and deaths associated with traffic crashes.

Our target population is not just limited to “infraction violators” and/or “DUI suspects.” The Vernon Police Department sincerely wants our entire community to know that traffic safety is a major priority to us. That is one of the reasons why the Press Release during the cycle of a grant is so important, because it communicates to the public that there is an emphasis and priority on traffic safety in our city. We intend to continue to drive home this message, through educational handouts at checkpoints and/or during routine public contacts.

The following is a traffic data summary, including 2021 statistics:

- 1 Fatal crash with 1 victim (3 less than 2019, 1 more than 2020 ).
- 156 Injury crashes with 203 victims (27 less crashes than 2019, and 21 more than 2020).
- 4 Alcohol involved crashes with injuries (2 less than 2019, and same as 2020), with 1 fatality.
- 10 Pedestrians were injured in crashes (1 more than 2019, and 4 more than 2020), with no fatalities.
- 11 Bicyclists were injured in crashes (same as 2019, same as 2020), with no fatalities.

## **2. PERFORMANCE MEASURES**

### **A. Goals:**

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.

6. Reduce the number of bicyclists injured in traffic crashes. 7. Reduce the number of persons killed in alcohol-involved crashes. 8. Reduce the number of persons injured in alcohol-involved crashes. 9. Reduce the number of persons killed in drug-involved crashes. 10. Reduce the number of persons injured in drug-involved crashes. 11. Reduce the number of persons killed in alcohol/drug combo-involved crashes. 12. Reduce the number of persons injured in alcohol/drug combo-involved crashes. 13. Reduce the number of motorcyclists killed in traffic crashes. 14. Reduce the number of motorcyclists injured in traffic crashes. 15. Reduce hit & run fatal crashes. 16. Reduce hit & run injury crashes. 17. Reduce nighttime (2100 - 0259 hours) fatal crashes. 18. Reduce nighttime (2100 - 0259 hours) injury crashes.	
<b>B. Objectives:</b>	<b>Target Number</b>
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the DRE Recertification training.	1
7. Send law enforcement personnel to SFST Instructor training.	2
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	6
9. Conduct DUI Saturation Patrol operation(s).	8
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	5
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	2
13. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	1

14. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
15. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
16. Conduct Know Your Limit campaigns with an effort to reach members of the community.	0
17. Conduct collaborative DUI Enforcement operations.	2
18. Conduct collaborative Traffic Enforcement operations.	2
<b>3. METHOD OF PROCEDURE</b> <b>A. <u>Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)</u></b> <ul style="list-style-type: none"> <li>The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.</li> <li>All training needed to implement the program should be conducted this quarter.</li> <li>All grant related purchases needed to implement the program should be made this quarter.</li> <li>In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.</li> <li>Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.</li> <li><u>Media Requirements</u> Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.</li> </ul>	
<b>B. <u>Phase 2 – Program Operations (Throughout Grant Year)</u></b> <ul style="list-style-type: none"> <li>The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.</li> </ul> <u>Media Requirements</u>  The following requirements are for all grant-related activities: <ul style="list-style-type: none"> <li>Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.</li> <li>The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.</li> <li>Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.</li> <li>If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.</li> </ul>	

- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

### **C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.

## **4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

**5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-23	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$65,000.00
402PT-23	20.600	State and Community Highway Safety	\$25,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>				
<u><b>Straight Time</b></u>				\$0.00
<u><b>Overtime</b></u>				
DUI/DL Checkpoints	164AL-23	\$7,800.00	6	\$46,800.00
DUI Saturation Patrols	164AL-23	\$1,400.00	8	\$11,200.00
Collaborative DUI Enforcement	164AL-23	\$1,400.00	2	\$2,800.00
Benefits for 164AL OT @ 1.45%	164AL-23	\$60,800.00	1	\$882.00
Traffic Enforcement	402PT-23	\$1,400.00	5	\$7,000.00
Distracted Driving	402PT-23	\$1,400.00	2	\$2,800.00
Motorcycle Safety	402PT-23	\$1,400.00	2	\$2,800.00
Night-time Click It Or Ticket	402PT-23	\$1,400.00	1	\$1,400.00
Pedestrian and Bicycle Enforcement	402PT-23	\$1,400.00	2	\$2,800.00
Traffic Safety Education	402PT-23	\$1,400.00	2	\$2,800.00
Collaborative Traffic Enforcement	402PT-23	\$1,400.00	2	\$2,800.00
Benefits for 402PT OT @ 1.45%	402PT-23	\$22,400.00	1	\$325.00
Category Sub-Total				\$84,407.00
<b>B. TRAVEL EXPENSES</b>				
In State Travel	402PT-23	\$2,275.00	1	\$2,275.00
				\$0.00
Category Sub-Total				\$2,275.00
<b>C. CONTRACTUAL SERVICES</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>D. EQUIPMENT</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>E. OTHER DIRECT COSTS</b>				
DUI Checkpoint Supplies	164AL-23	\$3,318.00	1	\$3,318.00
Category Sub-Total				\$3,318.00
<b>F. INDIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>GRANT TOTAL</b>				<b>\$90,000.00</b>

**BUDGET NARRATIVE**

**PERSONNEL COSTS**

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Benefits for 164AL OT @ 1.45% - Medicare 1.45%

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

Benefits for 402PT OT @ 1.45% - Medicare 1.45%

**TRAVEL EXPENSES**

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

**CONTRACTUAL SERVICES**

-

**EQUIPMENT**

-

**OTHER DIRECT COSTS**

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

**INDIRECT COSTS**

-

**STATEMENTS/DISCLAIMERS**

There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

**CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS**  
**(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

**GENERAL REQUIREMENTS**

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**NONDISCRIMINATION**

**(applies to all subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
  - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
    - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
    - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
    - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
    - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
    - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

#### **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  - 1. Abide by the terms of the statement;
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

- employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

#### **POLITICAL ACTIVITY (HATCH ACT)**

##### **(applies to all subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

##### **(applies to all subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING**

##### **(applies to all subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

##### **(applies to all subrecipients as well as States)**

#### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

**(applies to all subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to all subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

**POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

State of California – Office of Traffic Safety  
OTS-55 Grant Electronic Management System (GEMS) Access

**INSTRUCTIONS FOR UPDATING GEMS USERS**

1. Select the box to indicate if a current GEMS user needs access removed or a current contact needs access added. To add a new user/contact complete the last section of the form. There is also an option of adding/removing a user/contact as a media contact.
2. Each agency is allowed a total of **FIVE (5) GEMS Users**.
3. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
4. The Grant Director, Authorizing Official, or the Fiscal Official of the grant agreement **must sign this form**.
5. Email completed forms to your grant coordinator, **Tua Vang**, at **tua.vang@ots.ca.gov**.

Grant Details		Date: October 3, 2022
Grant Number:	PT23194	
Agency Name:	Vernon Police Department	
Grant Title:	Selective Traffic Enforcement Program (STEP)	
Agreement Total:	\$90,000.00	
Authorizing Official:	Carlos Fandino	
Fiscal Official:	Robert Sousa	
Grant Director:	Daniel Onopa	

**Current GEMS User(s)**

**1. Gustavo Herrera**

Title: Sergeant

Phone: (323) 587-5171

Email: gherrera@covpd.org

Remove Access: ☐

Media Contact: Yes ☐ Remove

**2. Rafael Landa**

Title: Corporal

Phone: (323) 587-5171

Email: rlanda@covpd.org

Remove Access: ☐

Media Contact: Yes ☐ Remove

**3. Daniel Onopa**

Title: Sergeant

Phone: (323) 587-5171

Email: donopa@covpd.org

Remove Access: ☐

Media Contact: Yes ☐ Remove

Complete the below information if adding a new GEMS user(s)

**Add GEMS User**

Add as a media contact?

☐ Yes ☐ No

Name

Job Title

Email address

Phone number

**Add GEMS User**

Add as a media contact?

☐ Yes ☐ No

Name

Job Title

Email address

Phone number

**Add GEMS User**

Add as a media contact?

☐ Yes ☐ No

Name

Job Title

Email address

Phone number

**As a signatory (Grant Director, Authorizing Official, or Fiscal Official)** I hereby authorize the listed individual(s) to represent and have GEMS user access

**Signature**

**Date**

Name

Title

# City Council Agenda Item Report

Submitted by: Brandon Gray  
Submitting Department: Police Department  
Meeting Date: October 18, 2022

## **SUBJECT**

Office of Traffic Safety Traffic Records Improvement Project (TRIP) Grant Agreement

## **Recommendation:**

Approve and authorize the City Administrator, Police Chief, and Police Sergeant to execute a grant agreement between the City of Vernon and the Office of Traffic Safety, in substantially the same form as submitted, for participation in the Traffic Records Improvement Project (TRIP) for a one (1) year term, with an effective date of October 1, 2022.

## **Background:**

The Vernon Police Department (VPD) has received a grant through the Office of Traffic Safety (OTS) to participate in the Traffic Records Improvement Project (TRIP). The goal of the program is to provide traffic safety stakeholders with the ability to plan and initiate traffic records improvement projects such as the purchase and implementation of traffic crash reporting systems as well as electronic citation equipment and software.

In order to accomplish the objectives of the program, VPD staff will coordinate with Information Technology (IT) staff to identify, purchase, and implement an electronic crash reporting software solution and electronic citation solution compatible with VPD and local court records systems. Through the OTS TRIP grant program, the VPD will receive reimbursement for the purchase of the complete electronic traffic crash and electronic citation data collection systems. Although VPD has participated in the OTS Selective Traffic Enforcement Program (STEP) program for a number of years, this is the first year that VPD has pursued the TRIP program grant funding.

To participate in the program, law enforcement agencies are required to sign an agreement to receive reimbursement for equipment costs. Reimbursements will be made within 90 days of receipt of an invoice, activity log, and quarterly traffic collision reports. The OTS Grant Agreement is for a one-year term and shall remain in effect until September 30, 2023.

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

## **Fiscal Impact:**

Award of the grant will result in \$66,300 in additional revenue to the General Fund. The grant funds will cover 100% of the equipment purchase and implementation costs of participation in TRIP.

## **Attachments:**

1. [Office of Traffic Safety TRIP Grant Agreement 2022-2023](#)

<b>1. GRANT TITLE</b> <b>Traffic Records Improvement Project</b>	
<b>2. NAME OF AGENCY</b> <b>Vernon</b>	<b>3. Grant Period</b> From: 10/01/2022 To: 09/30/2023
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> <b>Vernon Police Department</b>	
<b>5. GRANT DESCRIPTION</b> State and local agencies need timely, accurate, complete, accessible, and uniform traffic records to identify and prioritize traffic safety issues, to choose appropriate safety countermeasures and evaluate their effectiveness. Traffic records improvement grants provide traffic safety stakeholders with the ability to plan and initiate traffic records improvement projects such as the purchase and implementation of traffic crash reporting systems as well as electronic citation equipment and software.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed:      \$66,300.00</b>	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> <li>Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>Exhibit A – Certifications and Assurances</li> <li>Exhibit B* – OTS Grant Program Manual</li> <li>Exhibit C – Grant Electronic Management System (GEMS) Access</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. Approval Signatures</b>	
<b>A. GRANT DIRECTOR</b> NAME: Daniel Onopa TITLE: Sergeant EMAIL: donopa@covpd.org PHONE: (323) 587-5171 ADDRESS: 4305 Santa Fe Ave Vernon, CA 90058  <div style="text-align: right; margin-right: 50px;">           _____            (Signature)         </div> <div style="text-align: right; margin-right: 50px;">           _____            (Date)         </div> <b>C. FISCAL OFFICIAL</b> NAME: Robert Sousa TITLE: Chief of Police EMAIL: rsousa@covpd.org PHONE: (323) 583-8811 ext 114 ADDRESS: 4305 Santa Fe Ave Vernon, CA 90058  <div style="text-align: right; margin-right: 50px;">           _____            (Signature)         </div> <div style="text-align: right; margin-right: 50px;">           _____            (Date)         </div>	<b>B. AUTHORIZING OFFICIAL</b> NAME: Carlos Fandino TITLE: City Administrator EMAIL: cfandino@ci.vernon.ca.us PHONE: (323) 583-8811 ADDRESS: 4305 S. Santa Fe Avenue Vernon, CA 90058-1714  <div style="text-align: right; margin-right: 50px;">           _____            (Signature)         </div> <div style="text-align: right; margin-right: 50px;">           _____            (Date)         </div> <b>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b> NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  <div style="text-align: right; margin-right: 50px;">           _____            (Signature)         </div> <div style="text-align: right; margin-right: 50px;">           _____            (Date)         </div>

<b>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b>  NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>9. SAM INFORMATION</b>  SAM #: ZMK4GCEKJ7G3 REGISTERED ADDRESS: 4305 Santa Fe Avenue CITY: Vernon ZIP+4: 90058-1714
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				<b>AGREEMENT TOTAL</b>		<b>\$66,300.00</b>
				AMOUNT ENCUMBERED BY THIS DOCUMENT		<b>\$66,300.00</b>
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		<b>\$ 0.00</b>
				TOTAL AMOUNT ENCUMBERED TO DATE		<b>\$66,300.00</b>
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

## **1. PROBLEM STATEMENT**

The City of Vernon is a city in the Los Angeles metropolitan area. Located in Los Angeles county, the City of Vernon is an industrial city of 5.2 square miles to the southeast of downtown Los Angeles. Vernon houses more than 1,800 businesses that employ approximately 50,000 people, serving as a vital economic engine in the region.

The Vernon Police Department maintained a traffic division that was staffed with two motor officers and one sergeant. Due to personnel shortages and increasing budget constraints, the positions have not been filled and patrol personnel are depended on to conduct extra traffic enforcement. Patrol personnel are tasked with the reduction of traffic collisions through proactive and reactive enforcement of traffic laws throughout the city. Since 2017, the city has seen an increase in traffic collisions that are affecting the traffic safety of citizens and visitors to the city. In addition, the morning and afternoon school traffic congestion has also caused an increase in traffic collisions and violations in our school zone, making our school route unsafe for parents/and or students.

Over the last decade, the Vernon Police Department (VPD) has been utilizing an antiquated CAD (Computer-Aided Design) and RMS (Records Management System). The department recently obtained a new RMS system (Central Square) that is compatible with the Crossroads software. The old system and new Central Square system without the Crossroads software doesn't offer VPD the ability to create or import collision reports, import and export agency RMS files, accurately perform complete analysis of collision reports, and the ability to export complete collision reports to the California Highway Patrol's Statewide Integrated Records System (SWITRS). Furthermore, since these two systems do not interface, VPD personnel cannot streamline the process of handling traffic collision investigations and reporting. These issues and many more have complicated the daily operations, which has prevented the VPD from developing effective and efficient enforcement plans that will have a tremendous effect on the community.

Another problem the Vernon Police Department has experienced as a result of these antiquated software systems is the inability to implement an electronic traffic citation solution system to improve the accuracy and efficiency of traffic citations. The department strongly believes that an electronic traffic citation solution system will also assist our Records Unit personnel become more effective and efficient because it will eliminate many of the human errors that come with filling out traditional citations by hand. For example, between the months of November 2020 and October 2021, our Records Clerks entered approximately 965 traffic citations that were written by our Patrol Officers, which overwhelmed our staff and increased our overtime budget. We are a department of 43 Police Officers and currently write citations and Property Damage Only (PDO) collision reports on paper. Our three Records Technicians and Records Manager handle everything our officers do, which includes manually entering traffic citations, parking citations and PDO reports completed on paper. At an average of 10 minutes per entry for cites this averages about 13-14 hours per month of data entry into the RMS. There would also be some time savings on the part of the officer writing the cites because he/she can swipe/scan driver licenses and registration information that populates the fields of the citation entry. This would also dramatically increase the accuracy and ability to read the citations. There would also be significant time saved from our Court Officer not having to complete transmittals to the court for citations. An electronic citation system will also allow the Department to import and export to our agency's RMS files and export complete citation reports to the Los Angeles County Superior Court system, which is expected to go live in the near future.

## **2. PERFORMANCE MEASURES**

### **A. Goals:**

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.

### **B. Objectives:**

1. Purchase a new electronic crash reporting program or upgrade an existing electronic crash reporting program to the latest version available that includes the capability of exporting complete crash report records to a departmental records

### **Target Number**

1

management system (RMS) and the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS).	
2. Purchase and implement a new complete electronic citation solution that includes the capability of exporting data to both a departmental records management system (RMS) as well as the local court records system if and when the local court can receive electronic citation data.	1
<b>3. METHOD OF PROCEDURE</b> <b>A. <u>Phase 1 – Program Preparation</u> (1<sup>st</sup> Quarter of Grant Year)</b> <ul style="list-style-type: none"> <li>• Determine specific system requirements.</li> <li>• Determine specific equipment requirements.</li> <li>• Request vendor price quotation per host agency requirements.</li> <li>• Procure an electronic crash reporting system with the following functionalities: <ul style="list-style-type: none"> <li>• System licensing with installation and training.</li> <li>• GIS based mapping.</li> <li>• Segment crash diagramming tool.</li> <li>• Ability to create or import crash reports.</li> <li>• Ability to import and export agency RMS files.</li> <li>• Ability to perform complete analysis of crash reports.</li> <li>• Secure database accessible by appropriate agency personnel.</li> <li>• Ability to export complete crash report to the California Highway Patrol's Statewide Integrated Traffic Records System.</li> </ul> </li> <li>• Procure an electronic citation system with the following functionalities: <ul style="list-style-type: none"> <li>• System licensing with installation and training.</li> <li>• Ability to import and export to agency RMS files.</li> <li>• Ability to perform complete analysis of citation reports.</li> <li>• Secure database accessible by appropriate agency personnel.</li> <li>• Ability to export complete citation reports to the local county court.</li> </ul> </li> </ul>	
<b>B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year)</b> <ul style="list-style-type: none"> <li>• Select vendor for system development, implementation, and installation.</li> <li>• Monitor and oversee progress of system/software development.</li> </ul>	
<b>C. <u>Phase 3 – Data Collection &amp; Reporting</u> (Throughout Grant Year)</b> <ul style="list-style-type: none"> <li>• Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30). <ul style="list-style-type: none"> <li>• Successful project completion and confirmation of successful transmission of crash reports by the California Highway Patrol is required before submission of invoice claims seeking reimbursement from OTS.</li> </ul> </li> <li>• Prepare and submit quarterly performance reports (due January 30, April 30, July 30, and October 30). <ul style="list-style-type: none"> <li>• Collect and report quarterly appropriate data that supports the progress of goals and objectives.</li> <li>• Provide a summary of quarterly accomplishments and explanations for objectives not completed.</li> <li>• Collect, analyze, and report statistical data relating to the grant goals and objectives.</li> </ul> </li> </ul>	
<b>4. METHOD OF EVALUATION</b> Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.	
<b>5. ADMINISTRATIVE SUPPORT</b> This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.	

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405c TR-23	20.616	State Traffic Safety Information System Improvements	\$66,300.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>				
<u><b>Straight Time</b></u>				\$0.00
<u><b>Overtime</b></u>				\$0.00
Category Sub-Total				\$0.00
<b>B. TRAVEL EXPENSES</b>				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
<b>C. CONTRACTUAL SERVICES</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>D. EQUIPMENT</b>				
Complete Traffic Crash and Electronic Citation Data Collection System	405c TR-23	\$66,300.00	1	\$66,300.00
Category Sub-Total				\$66,300.00
<b>E. OTHER DIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>F. INDIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>GRANT TOTAL</b>				<b>\$66,300.00</b>

**BUDGET NARRATIVE**

**PERSONNEL COSTS**

-

**TRAVEL EXPENSES**

-

**CONTRACTUAL SERVICES**

-

**EQUIPMENT**

Complete Traffic Crash and Electronic Citation Data Collection System - A combination traffic crash and electronic citation data collection system will handle both traffic crash and traffic citation data collection and processing. The traffic crash database system will collect, analyze, and display crash and enforcement data, including a full featured module for analysis, allowing queries for top ranking lists of locations, breakdowns by cause, type, injury, conditions, and many other attributes. Queries and Reports will be provided in a variety of formats including pie charts, bar charts, and summaries. The system provides for crash mapping on Google Earth, ESRI GIS, or similar mapping products. Costs may include laptop/desktop computers, software and licenses, printers, accessories, training, and associated shipping and taxes. The traffic citation system will collect citation data electronically in the field, print a violator copy of the citation, and transfer the information electronically to the agency RMS system and the courts for prosecution. The system will be used by traffic officers to improve the efficiency and accuracy of writing traffic citations. Costs may include the purchase of electronic citation devices, mag-strip readers, fingerprint readers, audio recorders, cameras, docking/charging stations, laptop/desktop computers, software, licenses, printers, accessories, training, and associated shipping and taxes.

**OTHER DIRECT COSTS**

-

**INDIRECT COSTS**

-

**STATEMENTS/DISCLAIMERS**

**CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS**  
**(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

**GENERAL REQUIREMENTS**

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**NONDISCRIMINATION**

**(applies to all subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
  - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
    - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
    - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
    - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
    - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
    - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

#### **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  - 1. Abide by the terms of the statement;
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

- employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

#### **POLITICAL ACTIVITY (HATCH ACT)**

##### **(applies to all subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

##### **(applies to all subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING**

##### **(applies to all subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

##### **(applies to all subrecipients as well as States)**

#### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

**(applies to all subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to all subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

**POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

State of California – Office of Traffic Safety  
OTS-55 Grant Electronic Management System (GEMS) Access

**INSTRUCTIONS FOR UPDATING GEMS USERS**

1. Select the box to indicate if a current GEMS user needs access removed or a current contact needs access added. To add a new user/contact complete the last section of the form. There is also an option of adding/removing a user/contact as a media contact.
2. Each agency is allowed a total of **FIVE (5) GEMS Users**.
3. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
4. The Grant Director, Authorizing Official, or the Fiscal Official of the grant agreement **must sign this form**.
5. Email completed forms to your grant coordinator, **Tua Vang**, at **tua.vang@ots.ca.gov**.

Grant Details		Date: October 3, 2022
Grant Number:	TR23023	
Agency Name:	Vernon Police Department	
Grant Title:	Traffic Records Improvement Project	
Agreement Total:	\$66,300.00	
Authorizing Official:	Carlos Fandino	
Fiscal Official:	Robert Sousa	
Grant Director:	Daniel Onopa	

**Current GEMS User(s)**

**1. Gustavo Herrera**

Title: Sergeant

Phone: (323) 587-5171

Email: gherrera@covpd.org

Remove Access: ☐

Media Contact: Yes ☐ Remove

**2. Rafael Landa**

Title: Corporal

Phone: (323) 587-5171

Email: rlanda@covpd.org

Remove Access: ☐

Media Contact: Yes ☐ Remove

**3. Daniel Onopa**

Title: Sergeant

Phone: (323) 587-5171

Email: donopa@covpd.org

Remove Access: ☐

Media Contact: Yes ☐ Remove

Complete the below information if adding a new GEMS user(s)

**Add GEMS User**

Add as a media contact?

☐ Yes ☐ No

Name

Job Title

Email address

Phone number

**Add GEMS User**

Add as a media contact?

☐ Yes ☐ No

Name

Job Title

Email address

Phone number

**Add GEMS User**

Add as a media contact?

☐ Yes ☐ No

Name

Job Title

Email address

Phone number

**As a signatory (Grant Director, Authorizing Official, or Fiscal Official)** I hereby authorize the listed individual(s) to represent and have GEMS user access

**Signature**

**Date**

Name

Title

# City Council Agenda Item Report

Submitted by: Lissette Melendez  
Submitting Department: Public Works  
Meeting Date: October 18, 2022

## **SUBJECT**

Notice of Completion for Contract No. CS-1204, Pacific Boulevard, Santa Fe Avenue, and Vernon Avenue Street Improvements

## **Recommendation:**

- A. Find that the proposed action is categorically exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301 (Existing Facilities), part (c) (existing highways, streets, and sidewalks) because the project consists of the maintenance, repair, or minor alteration of existing streets and involves no expansion of an existing use;
- B. Accept the work of All American Asphalt as related to City Contract No. CS-1204; and
- C. Authorize the Director of Public Works to execute and submit the Notice of Completion for the project to the Los Angeles County Recorder's Office.

## **Background:**

On February 15, 2022, the City Council awarded City Contract No. CS-1204 Pacific Blvd. Santa Fe Ave., and Vernon Ave. Street Improvements in the amount of \$878,606 to American Asphalt. This project consisted of a 2" deep removal and replacement of existing asphalt pavement, along with adjustment of manholes and valves to the new grade. To finalize, the streets were repainted in accordance with the latest Caltrans Standards.

City Contract No. CS-1204 was completed on August 17, 2022, in accordance with the project specifications and City Staff expectations.

## **Fiscal Impact:**

The contract with All American Asphalt was for \$878,606 but the final construction cost was \$837,770.88. Sufficient funds are available in General Fund, Public Works Street Operations Account No. 011.1043.900000.

## **Attachments:**

- 1. [Notice of Completion - CS-1204](#)

RECORDING REQUESTED BY AND WHEN  
RECORDED, RETURN TO:

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

For the benefit of City of Vernon  
No fee per Government Code Section 27383

APN: N/A

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT, PURSUANT TO CIVIL CODE SECTION 9024:

1. The undersigned is the owner, or corporate officer of the owner, of the interest or estate below in the property hereinafter described.
2. The full name of the owner is: The City of Vernon.
3. The full address of the owner is: 4305 Santa Fe Avenue, Vernon, CA 90058.
4. The nature of the interest or estate of the owner is: In Fee.
5. A work of improvement on the property hereinafter described was completed and accepted on October 18, 2022. The work done was street improvements to Pacific Boulevard, Santa Fe Avenue and Vernon Avenue pursuant to City Contract No. CS-1204.
6. The name of the contractor, if any, for such work of improvement was All American Asphalt.

The property on which said work of improvement was completed is in the City of Vernon, County of Los Angeles, State of California, and is described as follows: removal and replacement of two inches (2") deep asphalt pavement, along with adjustment of manholes and valves to the new grade.

Dated: October 18, 2022

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

I, Daniel Wall, Director of Public Works, verify the foregoing Notice of Completion on behalf of the City of Vernon; I have read said Notice and know the contents thereof; and I have personal knowledge of the facts stated herein. I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Daniel Wall, Director of Public Works

On \_\_\_\_\_, before me, Lisa Pope, City Clerk for the City of Vernon, personally appeared Daniel Wall, Director of Public Works for the City of Vernon, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Lisa Pope, City Clerk

## **City Council Agenda Item Report**

Submitted by: Veronica Petrosyan

Submitting Department: Health and Environmental Control Department

Meeting Date: October 18, 2022

### **SUBJECT**

Services Agreement with Ocean Blue Environmental Services, Inc. for On-Call Environmental Clean-Up Services

### **Recommendation:**

- A. Find that the proposed action is categorically exempt under the California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15308, because the action is being carried out by a regulatory agency to maintain, restore, or enhance the environment, where the regulatory process includes procedures to protect the environment; and
- B. Approve and authorize the City Administrator to execute a Professional Services Agreement with Ocean Blue Environmental Services, Inc., in substantially the same form as submitted, for on-call environmental clean-up services for an amount not-to-exceed \$300,000, for a three-year term.

### **Background:**

The Department of Health and Environmental Control (DHEC) is responsible for investigating and responding to both emergency and non-emergency pollution incidents, which include discharges, accidental spills or releases, as well as abandoned/dumped materials within the City's jurisdiction. Due to the potential hazards these occurrences pose to public health and/or the environment, the DHEC staff must respond accordingly on a 24 hours a day 365 days a year basis whenever there is an impact or threatened impact to areas within the City jurisdiction. Typically, these types of incidents require the responsible business/entity to provide necessary clean-up services which are overseen by DHEC. When a responsible party is unable to secure the services of an environmental cleanup company in a timely manner, the DHEC contracts a vendor to carry out the necessary emergency work and pursues cost recovery from the responsible party involved. Due to the critical nature of such incidents, a third party team that is certified to perform specialized clean-ups is often required.

Pursuant to Vernon Municipal Code (VMC) Section 3.32.070, the DHEC publicized the Request for Proposal (RFP) for On-Call Environmental Clean-Up Services, as the cost for the service over a three-year period was anticipated to exceed \$50,000 and required competitive selection pursuant to VMC Section 3.32.080. The DHEC received three (3) proposals from qualified firms which were rated on their experience, overall cost, feedback from references, and responsiveness to the RFP. After thorough consideration, Ocean Blue Environmental Services, Inc. (Ocean Blue) was selected as the most qualified firm based upon the collective rating calculated by Department staff. Therefore, the DHEC recommends that Council award the contract to Ocean Blue for on-call environmental clean-up services for a three (3) year term.

The proposed agreement has been reviewed and approved as to form by the City Attorney's Office. Proprietary and/or confidential information has been redacted and will be provided to City Council under separate cover.

**Fiscal Impact:**

Sufficient funds for on-call environmental clean-up services are available in the Health Department Technical Professional Services Account No. 011.1060.595200 in Fiscal Year 2022-23 and will be budgeted in subsequent Fiscal Years.

**Attachments:**

1. [Services Agreement with Ocean Blue](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND OCEAN BLUE ENVIRONMENTAL SERVICES, INC. FOR ON-CALL ENVIRONMENTAL CLEAN-UP SERVICES

COVER PAGE

Contractor:	Ocean Blue Environmental Services, Inc.
Responsible Principal of Contractor:	Justin Lee, President
Notice Information - Contractor:	Ocean Blue Environmental Services, Inc. 925 W. Esther Street Long Beach, CA 90813 Attention: Justin Lee, President Telephone: 562-624-4120
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Freddie Agyin, Director of Health and Environmental Control Telephone: (323) 826-1448
Commencement Date:	October 18, 2022
Termination Date:	October 17, 2025
Consideration:	Total not to exceed \$300,000 (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 OCEAN BLUE ENVIRONMENTAL SERVICES, INC. FOR ON-CALL ENVIRONMENTAL CLEAN-UP SERVICES

This Agreement is made between the City of Vernon, a California charter City and California municipal corporation ("City"), and Ocean Blue Environmental Services, Inc., a California corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on October 18, 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 July 26, 2022, and titled On-Call Environmental Clean-Up Services, and Contractor's proposal to the City ("Proposal") dated August 27, 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 term of this Agreement shall commence on October 18, 2022, and it shall continue until October 17, 2025, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and

## Services Agreement with Ocean Blue Environmental Services, Inc.

around Los Angeles County for the same services. For satisfactory and timely performance of the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Agreement, shall not exceed [state amount] without the prior authorization of the City, as appropriate, and written amendment of this Agreement.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment, and transportation which may be required for furnishing services pursuant to this Agreement. Materials shall be of the highest quality. The above Agreement fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses.

5.4 City shall reimburse Contractor only for those costs or expenses specifically approved in this Agreement, or specifically approved in writing in advance by City. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by Contractor:

5.4.1 The actual costs of subcontractors for performance of any of the services that Contractor agrees to render pursuant to this Agreement, which have been approved in advance by City and awarded in accordance with this Agreement.

5.4.2 Approved reproduction charges.

5.4.3 Actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Contractor in the performance of this Agreement.

5.5 Contractor shall not receive any compensation for extra work performed without the prior written authorization of City. As used herein, "extra work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Compensation for any authorized extra work shall be paid in accordance with the payment schedule as set forth in Exhibit "B," if the extra work has been approved by the City.

5.6 Licenses, Permits, Fees, and Assessments. Contractor shall obtain, at Contractor's sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and

## Services Agreement with Ocean Blue Environmental Services, Inc.

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

## Services Agreement with Ocean Blue Environmental Services, Inc.

perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees.

10.0 INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Agreement, including any extensions thereto. The policies shall state that they afford primary coverage.

i. Automobile Liability with minimum limits of at least \$1,000,000 combined single limit, including owned, hired, and non-owned liability coverage.

ii. Contractor agrees to subrogate automobile liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.

iii. General Liability with minimum limits of at least \$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.

## Services Agreement with Ocean Blue Environmental Services, Inc.

iv. Contractors Pollution Liability (CPL) policy limit shall provide coverage of no less than \$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.

- (1) Contractor shall obtain, pay for, and maintain for the duration of the Contract CPL 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) All activities contemplated in the Agreement shall be specifically scheduled on the CPL policy as "covered operation." 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.
- (3) The policy shall specifically provide for a duty to defend on the part of the insurer. The City of Vernon, its officers, employees and agents shall be added to the policy as additional insureds by endorsement.

v. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. In addition, Contractor shall require each subcontractor to similarly maintain workers' compensation insurance in accordance with the laws for California for all of the subcontractor's employees. Compliance is accomplished in one of the following manners:

- (1) Provide copy of permissive self-insurance certificate approved by the State of California; or
- (2) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Agreement; or
- (3) Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of

## Services Agreement with Ocean Blue Environmental Services, Inc.

this Agreement.

- vi. Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.
- vii. Insurance shall be placed with insurers with a Best's rating of no less than A-VIII.
- viii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.
- ix. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Agreement until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due to Contractor, at City's option; (b) immediately terminate this Agreement and seek damages from the Agreement resulting from said breach; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due to Contractor.

### 11.0 GENERAL TERMS AND CONDITIONS.

#### 11.1 INDEPENDENT CONTRACTOR.

11.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent, officer or employee of City and shall furnish such services in its own manner and method except as required by this Agreement, or any applicable statute, rule, or regulation. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. City assumes no liability for Contractor's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied or explicit, by or for Contractor. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, subcontractors and independent contractors, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.1.2 Contractor acknowledges that Contractor and any subcontractors,

## Services Agreement with Ocean Blue Environmental Services, Inc.

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

## Services Agreement with Ocean Blue Environmental Services, Inc.

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,

## Services Agreement with Ocean Blue Environmental Services, Inc.

representations, understandings, correspondence, documentation, and agreements (written or oral).

11.11.3 Written Amendment. This Agreement may only be changed by written amendment executed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

11.11.4 Severability. If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement.

11.11.5 Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

11.11.6 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this agreement and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Agreement, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

Services Agreement with Ocean Blue Environmental Services, Inc.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon  
Attention: Freddie Agyin, Director of Health and Environmental Control  
4305 Santa Fe Avenue  
Vernon, CA 90058

If to the Contractor:

Ocean Blue Environmental Services, Inc.  
Attention: Justin Lee, President  
925 West Esther Street  
Long Beach, CA 90813

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

## Services Agreement with Ocean Blue Environmental Services, Inc.

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.

Services Agreement with Ocean Blue Environmental Services, Inc.

11.21 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer, or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

11.22 HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

11.23 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Agreement, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "C".

[Signatures Begin on Next Page].

Services Agreement with Ocean Blue Environmental Services, Inc.

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

Ocean Blue Environmental Services, Inc., a  
California corporation

By: \_\_\_\_\_  
Carlos R. Fandino, Jr.,  
City Administrator

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lisa Pope, City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Zaynah N. Moussa, City Attorney

Services Agreement with Ocean Blue Environmental Services, Inc.

EXHIBIT A

CONTRACTOR'S PROPOSAL



925 West Esther St.  
Long Beach, CA 90813

Ph: (562) 624-4120  
Fx: (562) 624-4127

## PROPOSAL

### On-Call Environmental Clean-Up Services



City of Vernon  
Attn: Vernoica Petrosyan – Deputy Director  
Health and Environmental Control  
4305 Santa Fe Avenue, Vernon CA 90058

Due Date: August 31<sup>st</sup>, 2022 @ 5:00



925 West Esther St.  
Long Beach, CA 90813

Ph: (562) 624-4120  
Fx: (562) 624-4127

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*\*In regards to the 20 page limit, per city instruction our resumes, pricing and governmental forms are included as attachments.*

TAB - B



August 27<sup>th</sup>, 2022

City of Vernon

Attn: Ms. Veronica Petrosyan – Deputy Director

Health & Environmental Control

4305 Santa Fe Avenue

Vernon CA 90058

**Subject: RFP On-Call Environmental Clean-Up Services**

Dear Ms. Petrosyan:

It is always a pleasure working for you and the city of Vernon. For the last 13 years, the city called upon Ocean Blue to respond to abandoned waste cleanups, transformer oil spills, sewage spills, homeless encampment cleanings, and much more. Recently our supervisor Manny Ramirez coordinated with Premier Pipe to clean nearly a mile of illegally dumped grease in your sewer lines. Through our decade-long relationship, I believe we've demonstrated our capability *and dedication* to respond to the City of Vernon for any hazmat call.

Going forward, this proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. In addition, we will utilize Premier Pipe and National Plant as our subcontractors for jetting services. Finally, during this proposal's evaluation period, it is best to contact me at:

Justin Lee – *President & General Manager*

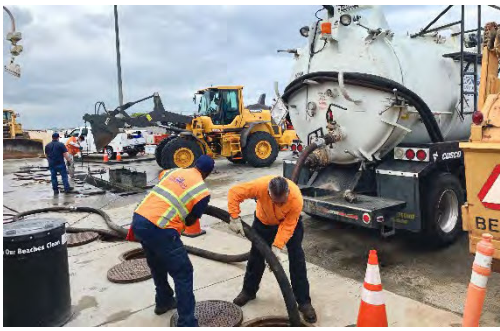
O: 562.624.4120 | C: 310.357.7800

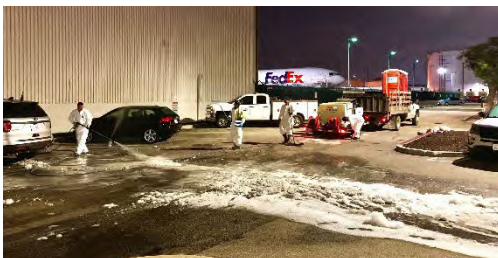
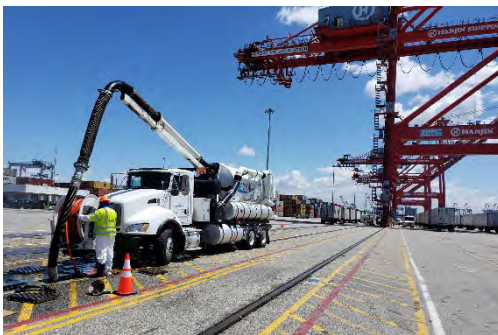
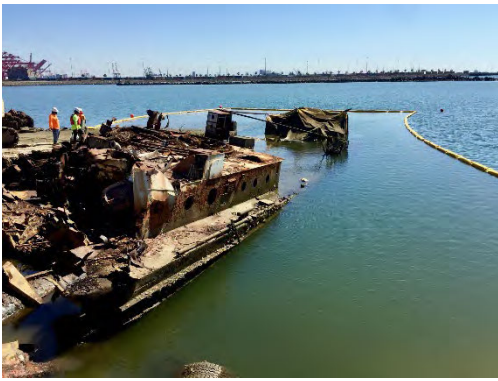
925 West Esther St., Long Beach CA 90813

[jlee@ocean-blue.com](mailto:jlee@ocean-blue.com)

We founded in Long Beach in 1994 to provide waste management & emergency response services. Some of our clientele include:

L.A. County Department of Public Works.....	1995-Present
L.A. County Department of Beaches & Harbors.....	2015-Present
Los Angeles World Airport (LAX).....	2015-Present
Orange County Public Works.....	2012-Present
City of Vernon.....	2010-Present
City of Long Beach.....	1998-Present





<i>City of Anaheim</i> .....	2004-Present
<i>City of Torrance</i> .....	2015-Present
<i>City of Carson</i> .....	1998-Present
<i>City of Cerritos</i> .....	2008-Present
<i>City of Commerce</i> .....	2017-Present
<i>City of Compton</i> .....	2017-Present
<i>City of Irvine</i> .....	2017-Present
<i>City of Inglewood</i> .....	2007-Present
<i>City of Downey</i> .....	2015-Present
<i>City of El Segundo</i> .....	2016-Present
<i>City of Glendora</i> .....	2019-Present
<i>City of Manhattan Beach</i> .....	2021-Present
<i>City of Santa Ana</i> .....	2009-Present
<i>City of Garden Grove</i> .....	2000-Present
<i>City of Lakewood</i> .....	2013-Present
<i>City of Pasadena</i> .....	2017-Present
<i>City of Redondo Beach</i> .....	2017-Present
<i>City of Rancho Palos Verdes</i> .....	2018-Present
<i>City of Covina</i> .....	2017-Present
<i>City of West Hollywood</i> .....	2001-Present
<i>City of Whittier</i> .....	2018-Present
<i>City of La Mirada</i> .....	2019-Present
<i>City of Pico Rivera</i> .....	2017-Present
<i>City of Santa Fe Springs</i> .....	2017-Present
<i>City of Signal Hill</i> .....	1997-Present
<i>City of San Diego</i> .....	2008-Present

I look forward towards your evaluation and in working for the city of Vernon. Please feel free to contact me with any questions or concerns.

Sincerely,

*Justin Lee*

Justin Lee – President & General Manager  
Ocean Blue Environmental Services, Inc.

TAB - D

## General Scope of Work



*This section briefly explains the below services.*

1. Emergency Response
2. Hazardous Waste Management
3. Pumping
4. Washing
5. Confined Space Entry

*\*The city may also inquire for services including: stormwater management, sanitation services, trauma-scene cleanup, tank cleaning, and homeless encampment cleanings,*

### Services: Emergency Response

*For the last 25 years, many Southern California's largest waste generators relied on Ocean Blue for our waste management & emergency response services. We understand the long-term liabilities & risks associated with waste handling, packaging, transportation, storage, recycling & disposal of hazardous and non-hazardous waste. Our trusting relationships are what set us apart from competitors.*



On average in the Southern California area, Ocean Blue responds to four emergency HAZMAT situations every day. We are one of the most experienced & well-equipped emergency responders. Our personnel are experienced in responding to spills on both land & water. Through the utilization of the most modern emergency response equipment and highly trained personnel, Ocean Blue responds quickly & professionally to a wide variety of emergency and non-emergency spill situations. Ocean Blue is known for fast and exemplary service. Clientele simply make one phone call to our dispatcher, and *we respond with a Supervisor & crew within (45) minutes, to any situation, on land or water, 24 hours a day, seven days a week.*

Ocean Blue is fully licensed, certified and trained to categorize hazardous wastes. Once the waste is categorized, we then package & transport the waste to a disposal facility. Some of the wastes we manage include:

- ◆ Asbestos
- ◆ Crude oil
- ◆ Fuels, gasoline, diesel
- ◆ Acids & Alkalines
- ◆ Ammonia solutions
- ◆ Lead
- ◆ Mercury
- ◆ Oxidizers & Chlorine
- ◆ Polychlorinated Biphenyl's (PCB)
- ◆ Sewage and other regulated wastes
- ◆ Treated wood
- ◆ Biohazardous Waste



925 West Esther St.  
Long Beach, CA 90813

Ph: (562) 624-4120  
Fx: (562) 624-4127

### Services: Emergency Response

During a spill, time is of the essence: initial containment is critical to spill cleanup. To ensure we are always ready to respond, our workforce employs the most 1<sup>st</sup>-responder supervisors in Southern California. All supervisors are assigned their own utility truck (which they take home). Supervisors respond directly to the spill site, not from Ocean Blue's yard—effectively streamlining response time. All our supervisors carry sandbags, sorbent materials, brooms and shovels to assist in containing the spill.

*Our fleet of dedicated 1<sup>st</sup> responder Supervisor utility trucks. These trucks are assigned to each supervisor (which they take home)*



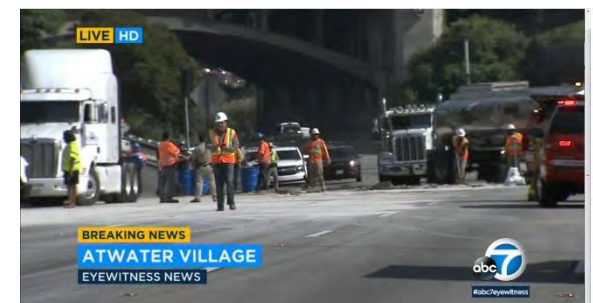
**Clearance Access:** In addition to performing emergency response in public right-of-ways, Ocean Blue also responds to areas requiring background-check clearance. Below is a list of clients and their respective required background protocols. There is no one single clearance that grants access to all the secure areas below. Each agency requires their own respective background check.

1. Los Angeles International Airport – *LAX Badging*
2. San Diego Regional Airport Authority – *SDCRAA Badging*
3. John Wayne Airport – *JWA Badging*
4. United States Coast Guard – *E-verify*
5. Burlington Northern Santa Fe Railway (BNSF) – *E-rail safe*
6. Port of Los Angeles, Long Beach and San Diego – *(TWIC) Card*

**Unidentified Waste:** Our supervisors can categorize unknown liquid/solids—in the field—at a moment's notice. Once categorized, we package & transport the waste to a local TSDF. Our direct reading instruments are 100% owned & properly-calibrated by in-house trained personnel. These instruments include:

- Mercury vapor analyzers,
- Ammonia vapor analyzers,
- Hydrogen Sulfide Monitors
- PID meters
- 4-gas meters
- OVA Monitor

*Below: Ocean Blue news coverage*





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### Services: Hazardous Waste Management



For the last 28 years, large Californian waste generators trusted Ocean Blue for their waste management. We understand the long-term liabilities associated with waste handling, packaging, transportation, recycling and disposal of hazardous and non-hazardous waste. Our Industry is one of the most regulated industries in the United States. Unfortunately willful violations are high in this industry, however Ocean Blue has never been in violation of DTSC, EPA, OSHA or any other regulatory agencies regulations. We encourage you to verify our status at: [dtsc.ca.gov/hw-projects/enforcement-cases](http://dtsc.ca.gov/hw-projects/enforcement-cases).

Ocean Blue is fully licensed, certified and trained to categorize hazardous wastes. Once the waste is categorized we package & transport the waste to a disposal facility. Some of the wastes we manage include:

- Asbestos
- Crude oil
- Acids & Alkalines
- Chlorine
- Waste tires
- Electronic waste & Lightbulbs
- Polychlorinated Biphenyl's (PCB)
- Lead & Mercury
- Biologically hazardous waste
- Fuels, mineral oil, and diesel
- Sewage and other regulated wastes
- Treated wood
- Antifreeze, Paints, Thinners
- Pesticides, Herbicides, Rodenticides
- Gas Cylinders



All of our Clientele's waste is identified, separated, consolidated & packaged into proper shipping containers. Waste oil, oil filters, used & mixed fuels, light-bulbs, electronic waste, batteries and oily debris are sent to local TSDFs (preapproved by our waste router) for recycling. Once the waste area is cleaned, we replace the container's waste labels and record the new waste accumulation start dates. The proper storage & labeling of drums is vital to maintaining DTSC compliance. Additionally, Ocean Blue removes used absorbent and replaces it with new absorbent material, pressure washes the interior & exterior, and any possible remaining stains in the vicinity.



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### Services: Hazardous Waste Management

We stay in business by selling excellent service, not by charging excessive disposal fees. **We are not owned by, nor own a TSDF**; and are therefore not limited to transporting waste to any specific TSDF. We strongly believe a full-service environmental firm should not own a TSDF/Recycler. The ability to freely choose TSDF/Recycler disposal methods is essential to determine the most cost-effective, innovative way of disposing waste. In choosing an appropriate TSDF, we consider the following:



1. Client's disposal requirements
2. Facility's compliance/financial-stability
3. Disposal methods offered
4. Facility inspection & audit results
5. Pricing

Ocean Blue will always recommend the following disposal hierarchy in order of preference:

1. Recycling
2. Treatment
3. Incineration
4. Landfill

**Labpacking Services:** Ocean Blue is one of the largest labpacking companies in Southern California. We labpack approximately 200 drums a week. Our field chemists regularly identify, segregate and classify all types of hazardous wastes. At any time, drum inventory sheets are available for inspection. All drum labeling, marking and manifesting are done in full compliance with current EPA, DOT and State regulations.

**Unidentified Waste:** We have field chemists to categorize unknown wastes—in the field—at a moment's notice. We own, self-calibrate and maintain different types of direct reading instruments, many of which are difficult to obtain during an emergency. These instruments include: mercury/ammonia vapor analyzers, four-gas meters, PID meters, OVA monitors, hydrogen sulfide monitors and intrinsically safe personnel monitors. Having these monitors available 24/7 saves our clients money from having to send samples to outside laboratories.

**Record Keeping:** All manifests/labels are entered into our computerized database. This ensures that wastes are accurately labeled on a per container basis and match all manifests. All bills of lading, manifests and invoices are securely kept for a 3-year minimum. Final paperwork is sent to the appropriate regulating agency. Clients will know the status & location of the waste, from collection to disposal.

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number
		CAS 111111019
5. Generator's Name and Mailing Address		
CALTRANS MAINT. SUPPORT 100 S MAIN ST., MS#3 LOS ANGELES, CA 90012		
Generator's Phone: 323 259-2353		
6. Transporter 1 Company Name		
Ocean Blue Environmental Services INC		
7. Transporter 2 Company Name		
8. Designated Facility Name and Site Address		
CROSBY & OVERTON 1630 W 17TH STREET LONG BEACH, CA 90813		



## Services: Pumping

Clarifiers, waste oil tanks, septic tanks, cargo ships, airplanes, lift Stations, stormdrain lines: any bulk liquid waste you have we can pump. We 100% own our fleet of California Air Resource Board (CARB) compliant transportation vehicles. Our vehicles comprise one of the most modern and well-maintained transportation fleets in the environmental business. With our in-house mechanics and operating a 24/7 business our vehicles are always ready for work.

Our fleet include the following types:

- 5,000G Vacuum Trucks (Black Iron)
- 5,000G Vacuum Trucks (Stainless Steel)
- 3,500G Vacuum Vactors
- 3,000G Vacuum Supersuckers
- 2,500G Hydro-Jetters
- 1,000G Vacuum Trailers
- 1.000G Mounted Vacuum Class C trucks

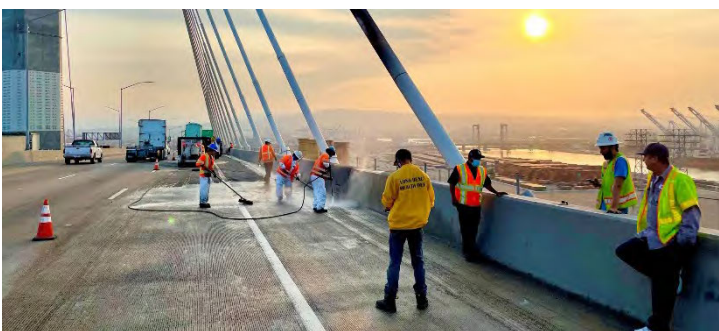
Our professional drivers are highly qualified & experienced in the waste transportation industry. All drivers must maintain clean 10-year records, regularly checked by our DMV-pull program (also annually vetted by our insurance carriers). Ocean Blue even offers extensive hands-on training for employees to receive their commercial class A license with hazardous & tanker's endorsements. Rather than hiring drivers we don't know, or sending employees to enroll in trucking school, we personally guide them during the entire process spending hundreds of hours behind the wheel with employees we already trust. By the training's end we are 100% confident our drivers follow correct DOT., CHP, DTSC, EPA and OSHA protocols. Our drivers will know how to vacuum, pressure-off and hydro-jet any of our client's waste. Hazardous/non-hazardous waste manifests, safety data sheets, bills of lading are always carried per regulations.



### Services: Washing

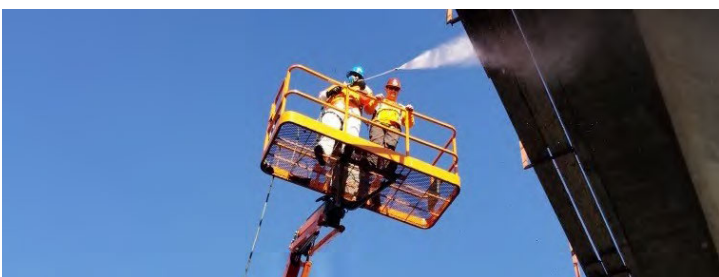
If there is a spill, clients will sometimes ask for a dry (superfine cleanup), or a wash. While Ocean Blue can easily perform both types of cleanup, washing has always been our specialty. Emergency-based or routine, we have the capability to wash above ground and below ground. Regular washing jobs include the cleaning of:

- Oil spills and acid cleanups
- Tank cleaning
- Sewage overflows
- Bird guano
- Container mishandlings
- Routine washing of infrastructure.



Our fleet holds more than 12 pressure washers, all equipped with built-in burners to enable a hot-water pressure wash. Some of our pressure washers are equipped with 2 washing wands to enable simultaneous double washing. Our pressure washers are our most used equipment, and as you can see in the photos (left), we have extensive experience washing

- Streets (while providing traffic control)
- Freeways & bridges
- Airport tarmacs
- Underground storm drains
- All types of tanks
- Pier pilings
- Roofs

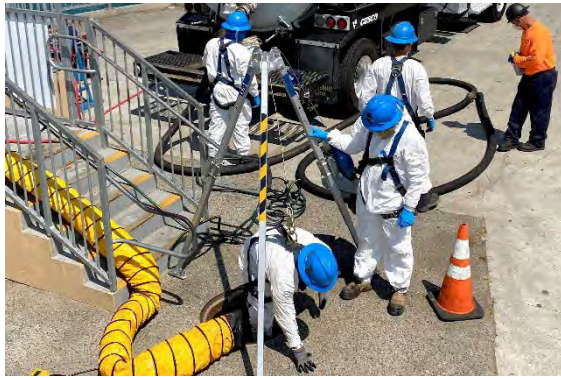


Additionally, we have the vacuum equipment to collect all wash water. From drum vacs, to vacuum trailers to vacuum tankers, we have units to collect wash water in any application. Whether we use 10 gallons to wash a stained street, or 10,000 gallons to wash 3 miles of underground storm drain, we have the equipment ready 24/7 for all of our client's needs.



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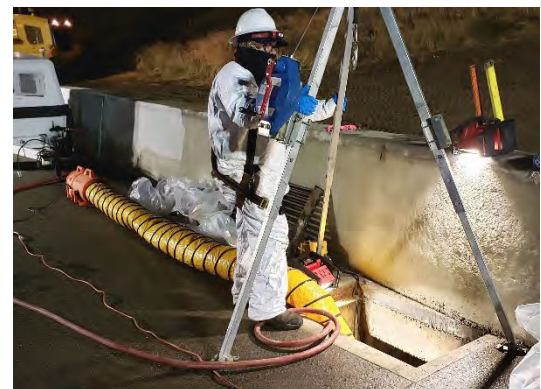
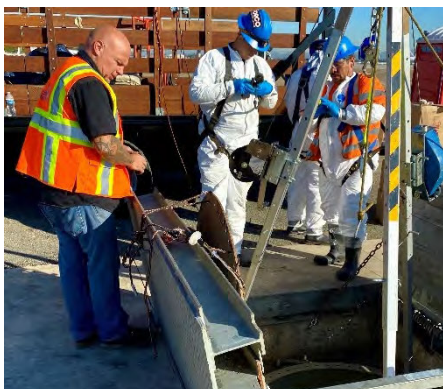


### Services: Confined Space Entry

With years of field experience and the most current safety equipment available, we provide a safe, cost-effective confined space program. Confined space entries may possess one or all of the “big three” confined space hazards – oxygen deficiency, toxic materials, and fire/explosion conditions. We established our confined space program in accordance with 29 CFR 1926.21, 29 CFR 1910.146 and NIOSH 80-106 for identifying and evaluating confined spaces to determine acceptable entry conditions. All our personnel are fully trained for work in confined space and in atmospheres immediately dangerous to life and health (IDLH). All Ocean Blue field personnel are trained in confined space entry rescue. Additionally, we have supervisory personnel that are certified confined space entry instructors that can serve as health & safety attendants.

We prestock our service vehicles with confined space entry equipment: tripods with double winches, harnesses, SCBAs (with 5-minute escape bottles), 4-gas meters, personal 4-gas meters, fog horns and more. With every confined space entry we post a permit, monitor & ventilate the air, and employ hole-watch at every point of entry/egress. All confined space entry procedures are in strict compliance with CAL/OSHA regulations.

Many industry fatalities occur while performing confined space work. Ocean Blue prides itself on having no confined space injuries or deaths. We credit our record to extensive training, equipment maintenance and preparation. But more importantly we attribute our safety score to our family-orientated environment. Our workforce comprises of families, many of whom are fathers, brothers, cousins, uncles, sons to each other. This family atmosphere establishes the most important line of safety in which our employees look out for each other.



TAB - E

## Work Plans



*This section contains step-by-step plans on how we approach the scope of work*

1. Chemical releases above ground
2. Storm drain decontamination
3. Spill on Waterways
4. Abandoned Waste Pick-up
5. Scheduled Waste Pick-up
6. Biohazardous Cleanups
7. Transportation of Bulk Waste
8. Hydro-Jetting: Stormwater lines, trenches & bypasses

*The city may inquire for additional work plans including: tank cleaning, homeless encampment cleanups and video camera inspection.*

[REDACTED]

[REDACTED]



[REDACTED]



[REDACTED]



[REDACTED]



[REDACTED]



[REDACTED]



[REDACTED]



[REDACTED]

[REDACTED]



[REDACTED]



[REDACTED]



[REDACTED]



[REDACTED]



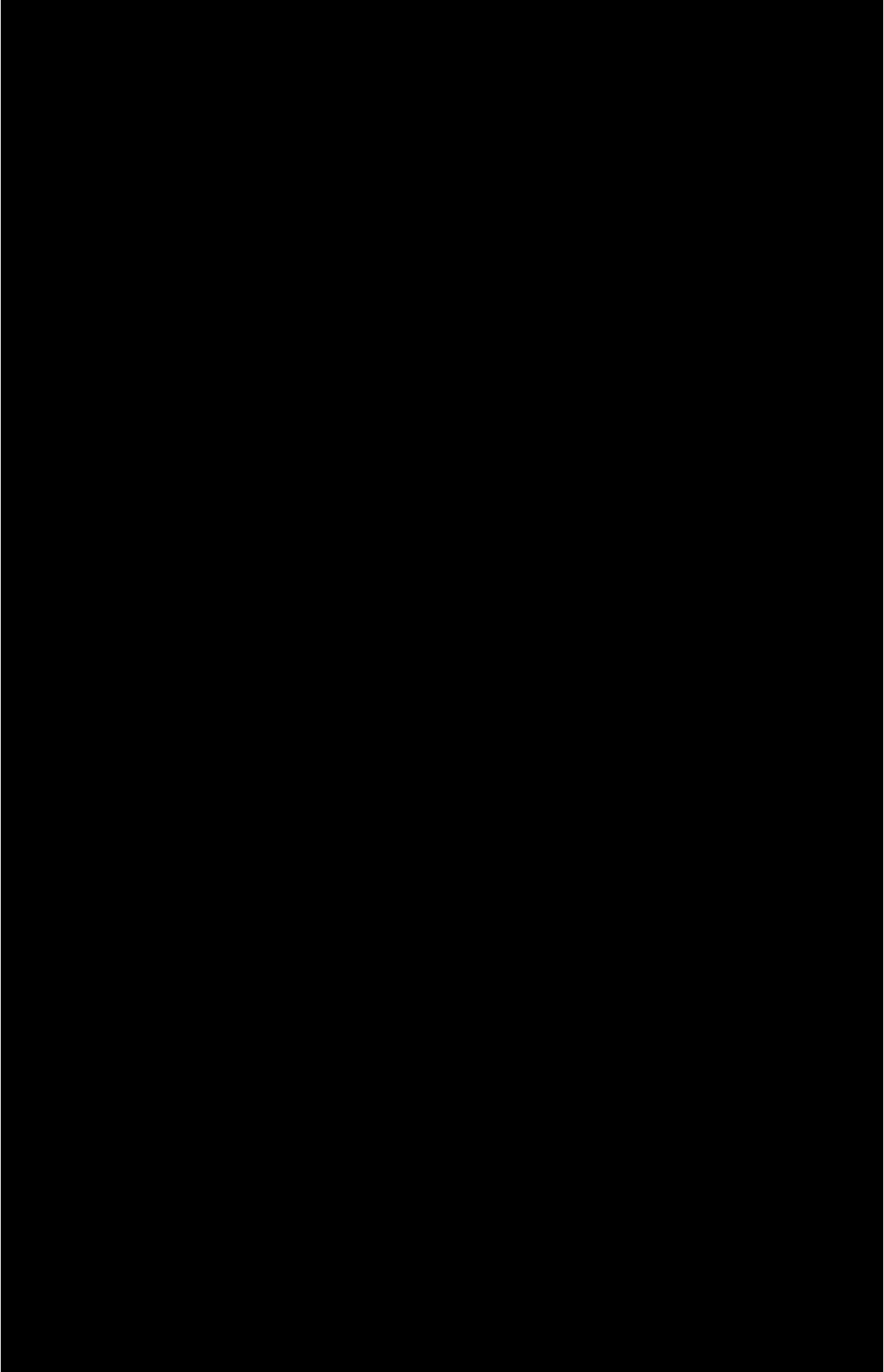
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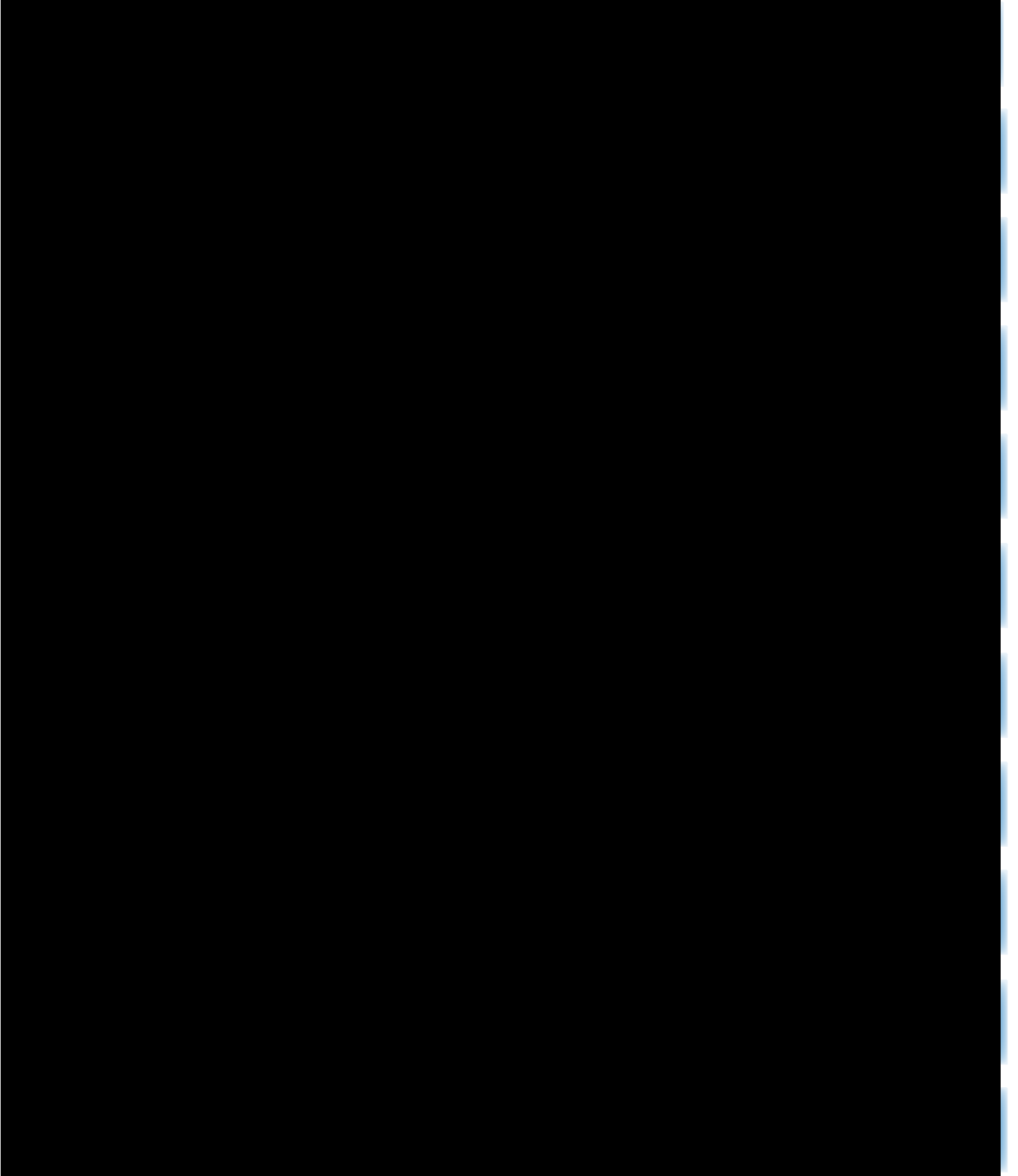
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## Spills on Waterways

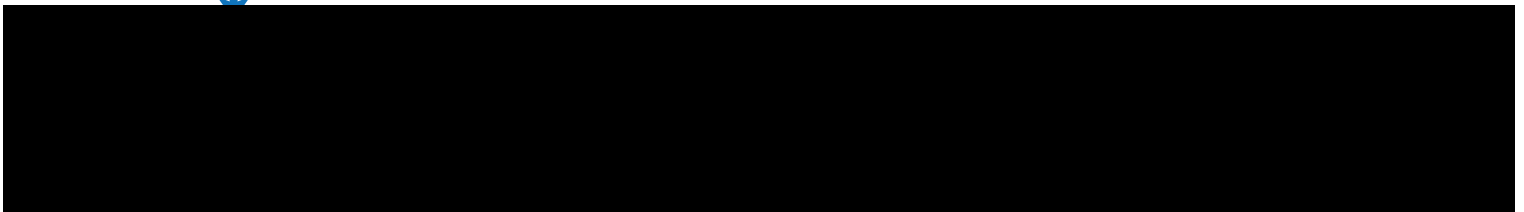
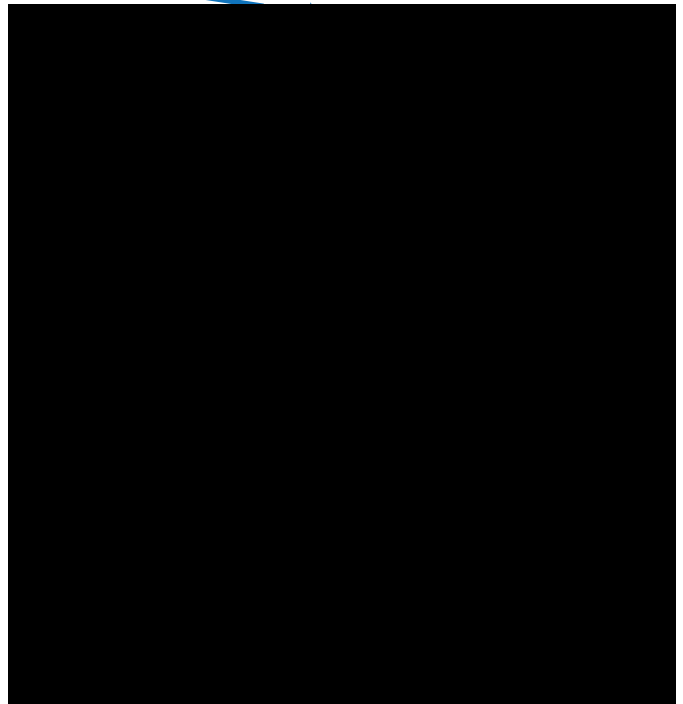
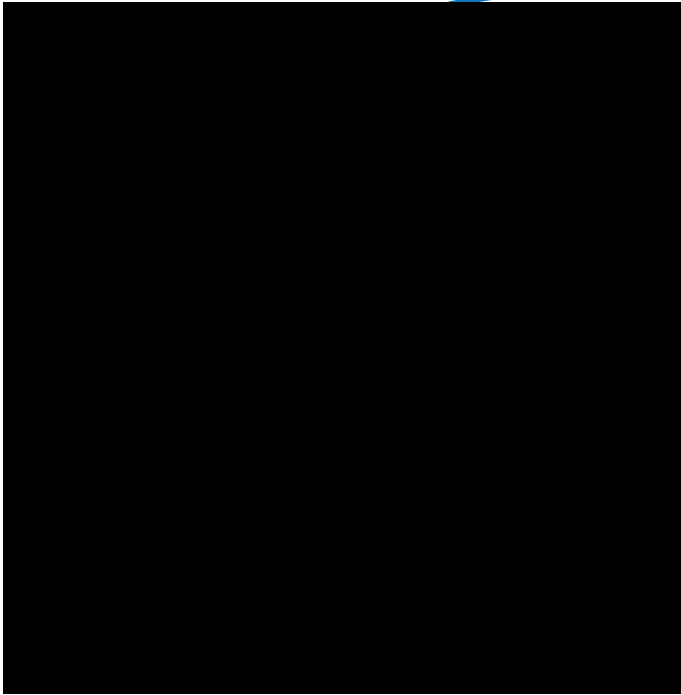
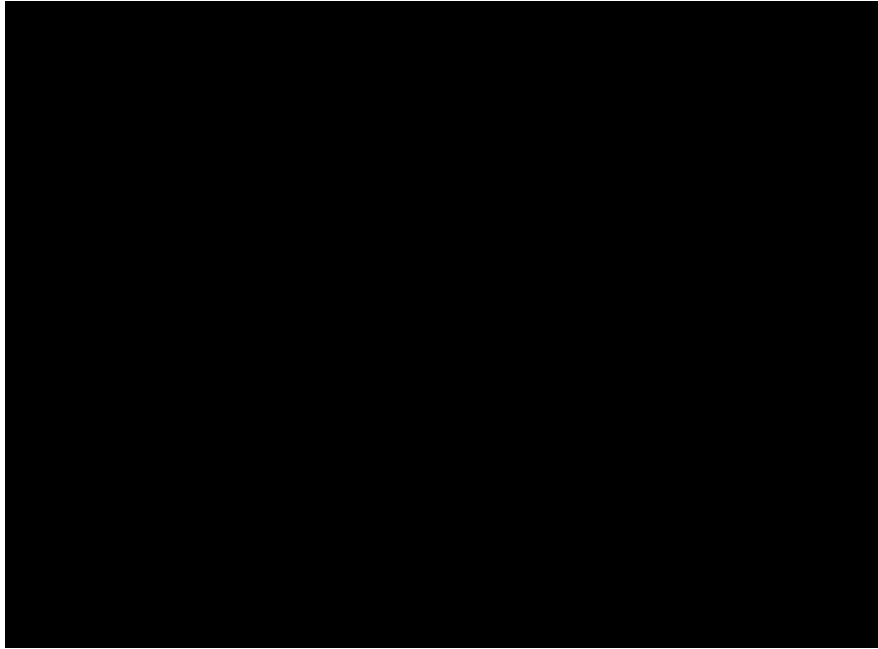


## Abandoned Waste Pick-up

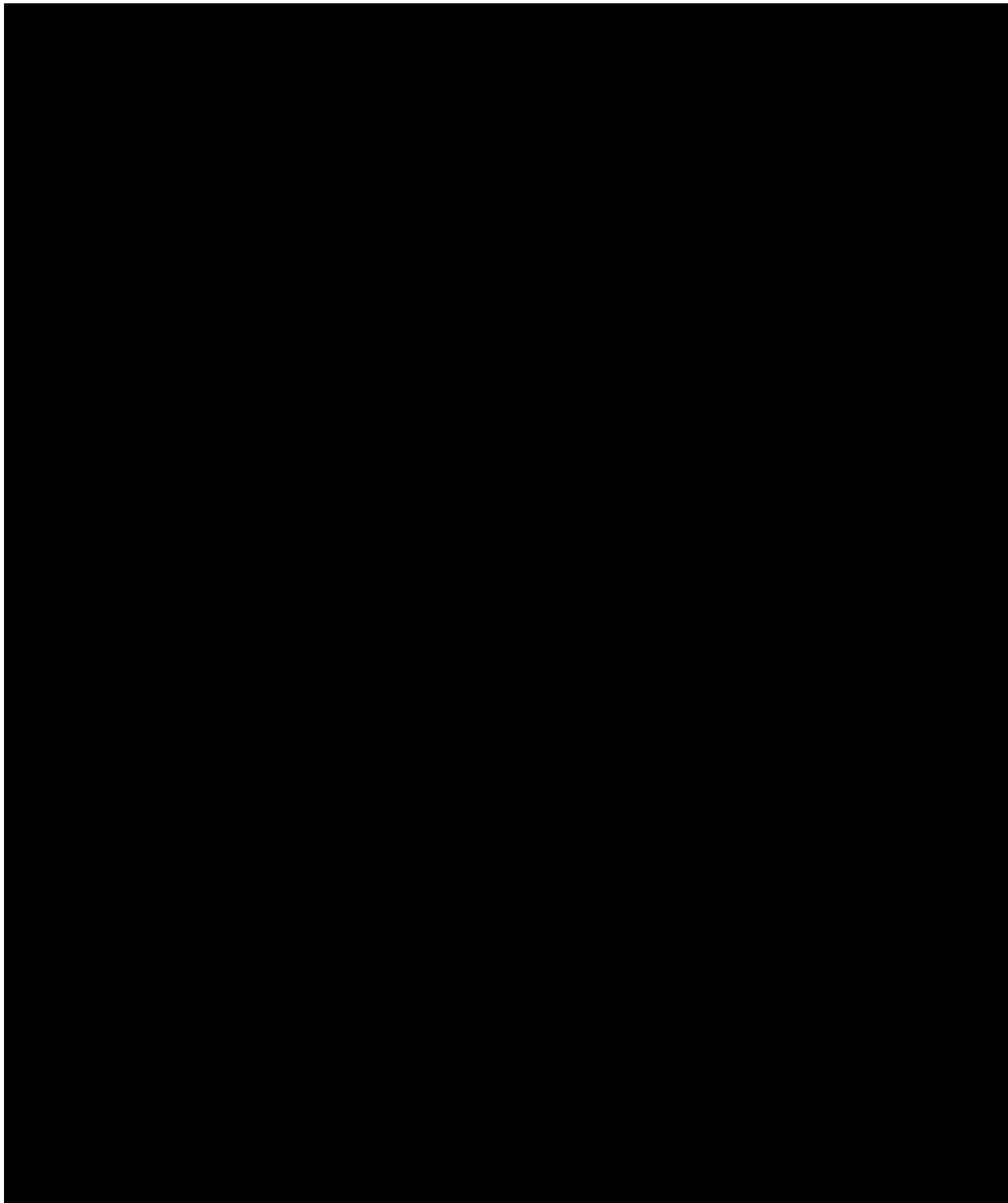


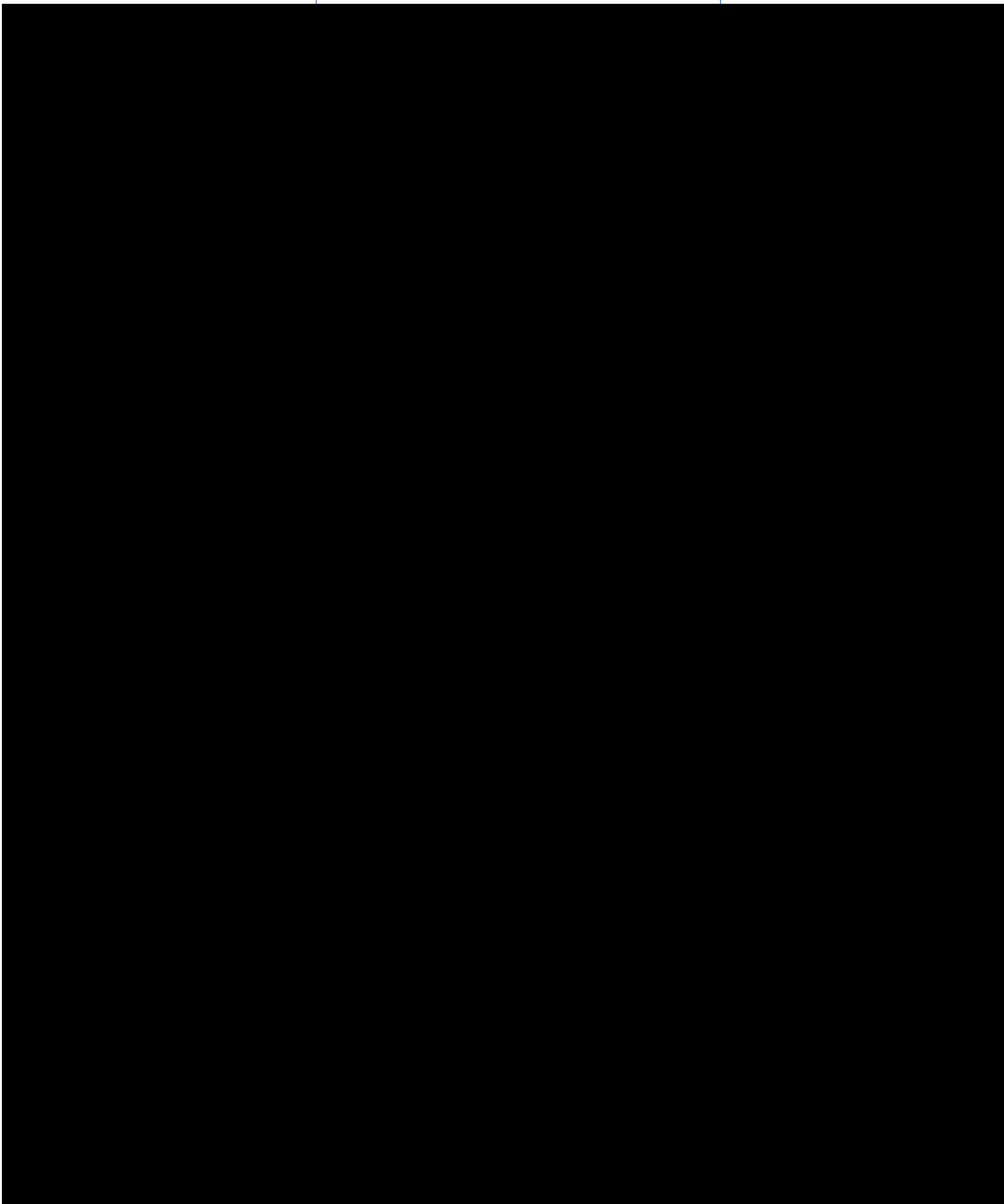


# Biohazardous Cleanups



## Transportation of Bulk Waste





TAB - F



**CITY OF VERNON RATES  
EFFECTIVE AUGUST 1, 2022**

**DEFINITIONS**

Straight Time: Monday through Friday, from 7:00 AM to 4:00 PM

Overtime: Monday through Friday, before 7:00 AM and after 4:00 PM,  
and all day on Saturdays

Premium Time: Sundays, Following Holidays

**HOLIDAYS OBSERVED**

New Year's Day

Martin Luther King, Jr.'s Birthday

Veterans Day

Fourth of July

Day after Thanksgiving

Christmas Day

Labor Day

Presidents Day

Memorial Day

Thanksgiving Day

Columbus Day

**MINIMUM CHARGES**

Four (4) hour minimum charges will apply to all call outs. Portal to Portal rates apply. Time charges include personnel, equipment and materials for preparation, mobilization, travel to and from site, demobilization, decontamination, transportation and unloading.

**DISPOSAL AND OUTSIDE COSTS**

All disposal, services, non-heavy equipment rentals, and materials not on the rate sheet will be billed at cost plus a twenty percent (20%) handling charge. Heavy equipment rental will be billed at cost plus twenty five percent handling charge due to high liability cost.

**PREVAILING WAGE**

An additional \$40 per hour will be added to personnel and equipment with operator rate.

**PAYMENT TERMS**

All terms are net-thirty (30) days upon receipt of invoice, unless previous arrangements have been made. All emergency response work for non-established customers is C.O.D.



## AUGUST 1, 2022 CITY OF VERNON RATES

### 1. HAZARDOUS WASTE-TRAINED PERSONNEL

### HOURLY RATE

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER- TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	118.00	154.70	154.70
SUPERVISOR	90.90	108.40	124.10
CHEMIST / INDUSTRIAL HYGIENIST	181.00	207.10	207.10
LEAD TECHNICIAN	63.00	91.80	119.80
EQUIPMENT OPERATOR	60.30	90.90	116.20
TECHNICIAN	56.90	80.40	104.90
ILWU (INT. LONGSHORE & WHSE UNION) TECH	79.50	118.90	159.90

ALL PERSONNEL HAVE AT A MINIMUM, 40-HR HAZ-WOPER TRAINING AS SPECIFIED BY 29 CFR 1910.120

### 2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

### HOURLY RATE

UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	49.80
GEAR TRUCK W/ LIFTGATE	49.80
EMERGENCY RESPONSE UNIT - LARGE	231.60
EMERGENCY RESPONSE UNIT - SMALL	160.90
CREW VAN	43.70
BOB CAT W/SOLID TIRES	54.20
VACUUM TRAILER - 20 BBL	54.20
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	132.90
VACUUM TRUCK - 120 BBL*	152.10
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	172.20
AIR EXCAVATOR*	132.90
HYDRO EXCAVATOR*	246.60
OMNI VAC - 85 BBL*	246.60
JETTER / VACTOR COMBO UNIT*	246.60
ROLL-OFF TRUCK*	132.90
ROLL-OFF TRUCK AND TRAILER*	152.10
DUMP TRUCK - 10 WHEEL*	93.50
TRASH COMPACTOR*	185.30
25' BOX VAN*	93.50
45' BOX VAN*	132.90
45' FLAT BED*	132.90
25' EQUIPMENT TRAILER	35.00
STREET SWEEPER	87.40

\*\*\* DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME.

### 3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	135.40	DAILY
6-PACK BREATHING AIR BOTTLES	271.80	DAILY
5-MINUTE EGRESS AIR BOTTLE	38.50	DAILY
TRIPOD W/DOUBLE WINCHES	243.00	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	35.00	DAILY



## AUGUST 1, 2022 CITY OF VERNON RATES

COPPUS BLOWER	196.70	DAILY
4-GAS AIR MONITOR	298.20	DAILY
PID METER	412.60	DAILY
MERCURY VAPOR ANALYZER	516.60	DAILY
OVA MONITOR	361.00	DAILY
PERSONAL 4 GAS METER	246.60	DAILY
ELECTRIC BLOWER	79.50	DAILY
<u>4. TRAFFIC CONTROL</u>		
ARROW BOARD	221.20	DAILY
PORTABLE DECON STATION W/ARROWBOARD	295.50	DAILY
BARRICADES W/ REFLECTORS, EACH	32.40	DAILY
DELINEATOR/REFLECTIVE, EACH	1.80	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	15.80	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	2.60	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	36.70	DAILY
<u>5. CLEANING EQUIPMENT</u>		
AIR COMPRESSOR	41.90	HOURLY
CHEMICAL DIAPHRAGM PUMP	310.30	DAILY
DECONTAMINATION STATION	211.50	DAILY
DIAPHRAGM PUMP	222.10	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	0.90	DAILY
LAYFLAT HOSE (PER FOOT)	0.90	DAILY
HYDROBLASTER	77.80	HOURLY
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	108.40	DAILY
PRESSURE WASHER - 1,000 PSI 22 GPM	69.90	HOURLY
PRESSURE WASHER - 3,500 PSI 6 GPM	60.30	HOURLY
ENGINE DRIVEN PUMPS	509.20	DAILY
PORTABLE TRASH PUMP	207.10	DAILY
SUBMERSIBLE PUMP	183.60	DAILY
AIR SCRUBBERS PORTABLE	172.20	DAILY
HEPA FILTERS FOR SCRUBBERS	128.60	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	196.70	DAILY
3 STALL DECONTAMINATION SHOWER	295.50	DAILY
<u>6. PORTABLE STORAGE UNITS</u>		
20-YARD BIN, OPEN TOP	25.40	DAILY
20-YARD BIN, CLOSED TOP	30.60	DAILY
40-YARD BIN, OPEN TOP	25.40	DAILY
40-YARD BIN, CLOSED TOP	32.40	DAILY
4" TANK MANIFOLD	19.20	DAILY
BIN LINERS	52.50	EACH
<u>7. OIL SPILL EQUIPMENT</u>		
20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	207.10	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	154.70	DAILY



# **AUGUST 1, 2022 CITY OF VERNON RATES**

BOOM 8"x12" (DEPLOYED)	1.80	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	0.90	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	132.90	HOURLY
22' x 8' SELF POWERED BARGE	89.10	HOURLY
19' TOOL SPILL BOAT W/90HP	89.10	HOURLY
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	74.30	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	58.60	HOURLY
12' PUNTS	35.00	HOURLY
12' PUNTS W/ 5HP MOTOR	43.70	HOURLY
SPLASH ZONE 2-PART SEALER	162.60	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	14.80	DAILY
15 LBS ANCHORS W/ 10' CHAIN	10.50	DAILY
24" BOEYS	14.80	DAILY
EMERGENCY RESPONSE TRAILER	465.00	DAILY
ROPE MOP SKIMMER	154.70	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	207.10	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	63.00	HOURLY
SKIMMER TRAILER	207.10	DAILY
ABSORBENT BOOM TRAILER	154.70	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	270.10	DAILY
FORKLIFT TRAILER	97.90	DAILY

## **8. MATERIALS**

10 GALLON DOT DRUM, STEEL	49.80	EACH
15 GALLON DOT DRUM, POLY	49.80	EACH
16 GALLON DOT DRUM, STEEL	49.80	EACH
20 GALLON DOT DRUM, STEEL	52.50	EACH
30 GALLON DOT DRUM, POLY	52.50	EACH
30 GALLON DOT DRUM, STEEL	52.50	EACH
5 GALLON DOT DRUM	18.40	EACH
55 GALLON DOT DRUM, POLY	61.20	EACH
55 GALLON DOT DRUM, STEEL	60.30	EACH
55 GALLON DOT DRUM, BIO	39.30	EACH
85 GALLON DRUM, OVERPAK, STEEL	221.20	EACH
95 GALLON DRUM, OVERPAK, POLY	221.20	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	77.00	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	77.00	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	36.70	PER GALLON
BLEACH	4.40	PER GALLON
CHEMICAL POLY TOTES	319.00	EACH
CHLOR-D-TECT Q4000	18.40	EACH
CITRI-CLEAN, 55 GALLON	826.20	PER DRUM
DIESEL FUEL (EQUIPMENT)	5.30	PER GALLON
DRUM LINER	2.60	EACH
DUCT TAPE	6.10	PER ROLL
FACE SHIELD	13.10	EACH
HAND AUGER	86.60	DAILY
HEPA VACUUM FILTER PROTECTORS	20.10	EACH



### AUGUST 1, 2022 CITY OF VERNON RATES

HEPA VACUUM REPLACEMENT BAGS	20.10	EACH
OIL SORBENT POM POMS	56.90	PER BALE
PLASTIC BAGS	74.30	PER BOX
PLASTIC SHEETING	74.30	PER ROLL
RAGS, 50 LB BOX	67.40	PER BOX
ROPE 1/2 POLY, 100' ROLL	32.40	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	36.70	PER ROLL
SAMPLE JARS - 1QT	13.10	EACH
SAND BAGS	3.40	EACH
SHRINK WRAP	30.60	ROLL
SIMPLE GREEN	13.10	PER GALLON
SODA ASH	6.10	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	412.60	PER BALE
SORBENT BOOM, 8"x10"	54.20	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	89.10	PER BALE
SUPERFINE, 25 LB BAG	18.40	PER BAG
TRIWALL BOXES	154.70	EACH
VACTOR FLEX HOSE 4"	1.80	PER FOOT
VACTOR FLEX HOSE 6"	2.60	PER FOOT

### 9. TOOLS AND OTHER EQUIPMENT

BIO-HAZARD "BLOOD" SPILL KIT	103.20	EACH
BOAT HOOKS 3'-9' TELESCOPING	7.00	DAILY
BOBCAT SWEEPER ATTACHMENT	218.60	DAILY
CHEST WADERS	61.20	DAILY
14 PORTABLE GAS POWERED ABRASIVE SAW	147.80	DAILY
COM-A-LONG - 4000 LBS	6.10	DAILY
CUTTING TORCH	149.40	DAILY
DRUM SAMPLING ROD (GLASS)	7.00	EACH
DRUM VACUUM - 55 GALLON	118.90	DAILY
EXTENSION LADDER	13.10	DAILY
EYEWASH STATION	32.40	DAILY
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTC	221.20	DAILY
FORK LIFT	218.60	DAILY
GENERATOR, 10KV TRAILER MOUNTED	35.00	HOURLY
GENERATOR, 5500 WATTS	123.30	DAILY
HAND TOOLS	52.50	DAILY
HAND WASHING STATION	49.80	DAILY
HAZ-CAT KIT	20.10	PER TEST
HEAVY DUTY JETTER NOZZLES	234.20	DAILY
HEPA VACUUM (DRY)	154.70	DAILY
HIP WADERS	52.50	DAILY
HUDSON SPRAYER	20.10	DAILY
JACK HAMMER 90 LBS	123.30	DAILY
LIFE JACKETS	15.80	DAILY
LIGHT STAND (2 BULBS)	36.70	DAILY
LIGHT TOWER (4 BULBS)	295.50	DAILY



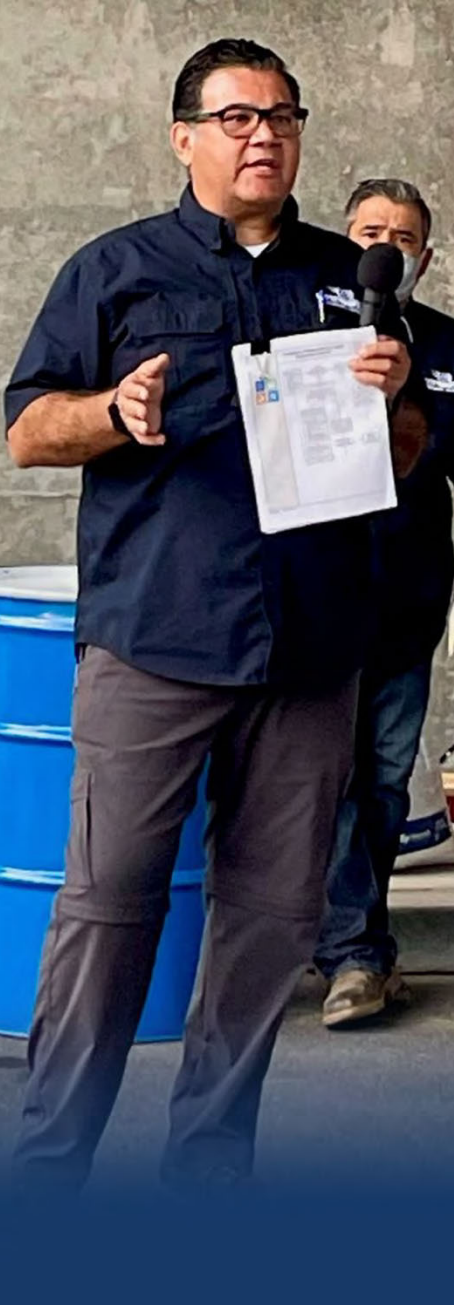
**AUGUST 1, 2022 CITY OF VERNON RATES**

MEALS ON SPILLS	7.00	EACH
MERCURY VACUUM	516.60	DAILY
NON-SPARKING COLD CUTTER / RIVET BUSTER	97.90	DAILY
NON-SPARKING COLD CUTTER TIPS	30.60	EACH
PER DIEM ALLOWANCE ON TRAVEL	162.60	DAILY
PICKS "MINERS"	2.60	DAILY
PLUG & DIKE, 1 LB CAN	25.40	EACH
POLY SIPHON (POGO) PUMP	19.20	EACH
PORTABLE RESTROOM W/SINK	154.70	DAILY
PROFILING FEE (PER WASTE STREAM)	77.80	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	41.10	DAILY
SAWZALL	82.20	DAILY
SKIL SAW	36.70	DAILY
STEEL SPIKES, 36"	5.30	DAILY
TRANSFER HOSES, 1 - 4"	43.70	DAILY
TRUCK RAMPS (30,000 LBS)	295.50	DAILY
VAPOR TIGHT DROP LIGHTS	154.70	DAILY
VENTILATION FAN	118.90	DAILY
WATER METER	258.70	DAILY
WATER TANK TRAILER W/ PUMP	349.70	DAILY
DRUM DOLLY	24.50	DAILY

**10. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	491.30	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS TIGHT W/SCBA	154.70	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	67.40	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	32.40	PER SET

TAB - G



# MANNY RAMIREZ

PROJECT MANAGER

## WORK EXPERIENCE

Current  
2019

### Project Manager

*Ocean Blue Environmental Services, Inc. | Long Beach, CA*

Recently hired in 2019, Mr. Ramirez brings 30+ years of environmental experience. Mr. Ramirez has expertise in project management, contract administration, managing hazardous waste, emergency response and site restoration. Other tasks include identifying unknown chemicals using haz-cat procedures and chemical packaging, performing job-walks, preparing estimates & bids, and coordinating all technicians, equipment and subcontractors.

2018  
1988

### Environmental Specialist/Risk Manager/Safety Engineer

*Port of Los Angeles | Location or Country*

Mr. Ramirez oversaw all Port HAZMAT incidents. Mr. Ramirez effectively managed 5,000+ HAZMAT incidents ranging from oil spills, illegal dumpings, dead mammal pickup, 90-day waste pickups, sunken vessels, asbestos/lead removal, and battery/light-bulb recycling.

Mr. Ramirez was responsible for interacting & coordinating with local, state and federal agencies including: U.S. Coast Guard, U.S. Environmental Protection Agency (EPA), California Department of Fish and Wildlife, California Department of Toxic Substances (DTSC), Regional Water Quality Control Board, Los Angeles County & City Fire Departments and Los Angeles Police Department, and the International Local Warehouse Union (Local 13 & Local 56).

In 1999, Mr. Ramirez earned a law degree while still working. This degree has improved his ability to interpret many environmental regulations that must be followed in order to do business in California.

## CONTACTS

310.892.6827



mramirez@ocean-blue.com



ocean-blue.com



925 West Esther St.  
Long Beach, CA 90813



## NOTEWORTHY PROJECTS

Current  
2019

### Supervisor / City of Vernon

*One of Mr. Ramirez's first big projects at Ocean Blue was a cleanup for the city of Vernon. For practically a month straight, he lead a crew and hydro-jetting team to remediate a mile of underground sewer drains impacted with illegally dumped kitchen grease. Mr. Ramirez also responds to other city needs including: emergency response & hazardous waste management.*

Current  
2014

### Project Manager / Port of Los Angeles

*Previously, the Port of Los Angeles administration selected multiple contractors to fulfill its hazardous waste service needs. Now, for the first time in a decade, the Port decided to use Ocean Blue as it's single source contractor to respond to spills, remediate hazardous waste, clean trauma scenes, and to coordinate resources for the Port's engineering contractors.*

## CERTIFICATIONS & TRAINING

Juris Doctorate – Western State University. College of Law

B.S. – Safety & Systems Mgmt. University Southern. California

HAZWOPER 40-Hour Course CFR 1910.120

HAZWOPER 8-Hour Refresher

CPR / First-Aid Trained

Incident Command System 100, 200 & 700

Bloodborne Pathogens CFR 1910.1030



# JUSTIN LEE

PRESIDENT

## WORK EXPERIENCE

Current  
2021

### President

*Ocean Blue Environmental Services, Inc. | Long Beach, CA*

Mr. Lee is the President & General Manager of Ocean Blue. Daily tasks include managing teams of project managers, supervisors, dispatch, commercial drivers and technicians. Continues to perform administrative duties which include: contract management, billing and human resources. He is the direct liaison with the regulatory agencies and local unions. In the field he performs homeless encampment cleanings, underground spill cleanups and regular waste management. Mr. Lee also conducts Ocean Blue's safety program and annual HAZWOPER refresher trainings. Other tasks include: commercial truck driving/instruction and public relations.

2020  
2012

### Contract Manager

*Ocean Blue Environmental Services, Inc. | Long Beach, CA*

Responsible for various hazardous waste contracts assembly, billing, human resources and finances. Tasks further include coordination of supervisors, technicians and subcontractors, on-site remediation, waste management, decontamination & emergency response projects. Performs job walks, prepares estimates and bids.

## NOTEWORTHY PROJECTS

Current  
2015

### Project Manager / Los Angeles County Department of Beach Harbors

*Mr. Lee is Ocean Blue's direct liaison to the Los Angeles County Department of Beaches & Harbors (LACDBH). He is the first responder & project manager for LACDBH spills in from Los Angeles to Ventura. He regularly performs spill cleanups, waste management, storm drain cleaning, boat-fire response, and will handle numerous special projects. This contract is valued at \$260K per year, however through regular exposure to LACDBH's private marinas, tenants and boat owners, Mr. Lee generates \$500K of work annually.*

## CONTACTS

310.357.7800



jlee@ocean-blue.com



ocean-blue.com



925 West Esther St.  
Long Beach, CA 90813



## EDUCATION

2011

### Pitzer College, Claremont CA: Bachelor's Degree 2011

*Major: Economics & Environmental Studies – Chancellor's List*

## CERTIFICATIONS & TRAINING

HAZWOPER 40-Hour Course CFR 1910.120

HAZWOPER 8-Hour Refreshers

Commercial Class A Driver with H/Tankers Endts

Bloodborne Pathogen Training

Incident Command Systems 100, 200, 300, 700

Trauma Scene Waste Practitioner

HAZWOPER Train the Trainer CFR 172.704

CPR / First-Aid Trained

Confined Space Entry Rescue

Hazardous Waste Generator Course (#113)

Calibration Training for M2A Gas Transmitters

Hazcat Identification Training



# ED LONG

PROJECT MANAGER/R.E.A CHEMIST / SAFETY MANAGER

## WORK EXPERIENCE

Current  
1996

### Project Manager / Chemist / Safety Manager

*Ocean Blue Environmental Services, Inc. | Long Beach, CA*

Mr. Long is a Project manager with 39 years of experience managing HazMat. Services include: homeless encampment cleanings, emergency response, catch basin cleaning, pump station maintenance, channel maintenance. Mr. Long currently oversees Hazardous Waste contracts for the Los Angeles County Department of Public Works, Irvine Ranch Water District and the City of Long Beach. He also oversees emergency flooding and HazMat response. Mr. Long coordinates waste management, on-site remediation, and decontamination projects. Specializes in identifying unknown chemicals and chemical packaging services. As Ocean Blue's Safety Manager, he verifies that our technical personnel are current on all safety regulations.

1996  
1995

### Supervisor / HazMat Incident Commander

*Allwaste, Inc. | Location or Country*

Coordinated & supervised oil/chemical emergency response teams, site cleanup, industrial cleaning and other field activities. Managed Superfund site at Omega Chemical Company sampling and identifying over 4,000 drums of unknown hazardous waste. Also directed Health & Safety training and compliance for the Long Beach Transportation and Remediation office.

1980  
1994

### Emergency Response Operations Manager

*Pacific Environmental | Location or Country*

While responsible for developing the emergency response division, responded to over 600 incidents. Also directed the activities of the field crews in industrial cleaning, clandestine drug labs, drum management, tank removals and plant closures. As the Health & Safety supervisor, developed the Injury and Illness Prevention Program in compliance with SB 198.

## CONTACTS

310.629.5049



elong@ocean-blue.com



ocean-blue.com



925 West Esther St.  
Long Beach, CA 90813



## NOTEWORTHY PROJECTS

Current  
1996

### Project Manager / Los Angeles County Department of Public Works

While working with Ocean Blue, Mr. Long served the Los Angeles County for the last 25 years. Valued at \$3.5M per year, services include homeless encampment cleanings, emergency response, hazardous waste management, Stormdrain management, and abandoned waste pickups. As of recent, Mr. Long currently mitigates homeless encampment cleanups for the entire county of Los Angeles, managing 8-man strike teams per day.

Current  
1996

### Project Manager / City of Long Beach

Ed Long's longest running client is the City of Long Beach. Ed Long serviced the city before he joined Ocean Blue in 1996, and continued servicing the city for the next 26 years. Long Beach has one of the most strict requirements requiring boots on the ground within 30 minutes of a phone call. Because Ocean Blue's employees live within 10 minutes of our yard, and because we maintain emergency response units ready 24/7, we are able to beat the time limit.

## CERTIFICATIONS & TRAINING

Certified Hazardous Materials Manager  
Registered Environmental Assessor No. 03446  
Certified HazMat Incident Commander

Trauma Scene Waste Practitioner  
HAZWOPER 40 – Hour Course CFR 1910.12  
HAZWOPER 8 – Hour Refresher



# CHRIS ANGUIANO

PROJECT MANAGER

## WORK EXPERIENCE

Current  
2014

### Project Manager

*Ocean Blue Environmental Services, Inc. | Long Beach, CA*

Oversees various catch basin inspection/cleaning projects all over California. Storm drain hydrojetting to remove sediment/trash from lines. Maintenance of hydrodynamic separators. Maintenance of concrete/earth lined channels and v-ditches. Installation/repair of CPS/ARS units. Pump station maintenance, storm water stenciling, CCTV inspections, Contech filter maintenance/media-exchange. Emergency call-out for flooding & HAZMAT response. Installed large-scale storm water filtration device for the Port of Los Angeles. Oversees storm water projects for the City of Santa Ana, City of Perris, Los Angeles World Airports (LAX), Los Angeles County Department of Public Works, Port of Los Angeles, Port of Long Beach, City of Camarillo, and many others.

1996  
1993

### Supervisor

*United Storm Water, Inc. | Location or Country*

First responder for on-site flooding & emergency HAZMAT. Operated Jetter/Vactor & Super sucker. Also supervised projects for Huntington Beach, Dana Point, Target, Metropolitan Water District, San Francisco Estuary Partnership Program, City of Fremont, City of Perris City of Union City, and Contra Costa County.

## NOTEWORTHY PROJECTS

Current  
2016

### Project Manager / Los Angeles World Airport

*Mr. Anguiano currently manages 3 separate contracts for LAX totaling more than \$2M in revenue over a 3-year term. The largest contract is for Stormwater Filter Inspection & Maintenance. For LAX to comply with its MS4 permit, requires extensive storm water maintenance. Ocean Blue holds the single source contract for LAX: with over 3,700 Contech filters utilized throughout the Airport, LAX has the largest stormwater filtration system Ocean Blue has ever seen. Mr. Anguiano is also the single point of contact for any Hazmat incident on the LAX tarmac.*

Current  
1998

### Project Manager / City of Santa Ana

*Mr. Anguiano serves as the single point of contact for the City of Santa Ana. Ocean Blue currently maintains the public right-of-ways for the city. Any spills, releases and discharges are quickly addressed. In addition, we assist the city with any storm water system maintenance from cleaning catch basins, bypass jetting, open channel maintenance, and flooding. The city has over 1,500 catch basins throughout the city. Twice a year, Ocean Blue cleans out catch basins. A \$350K/year contract.*

## CONTACTS

562.755.4698



fasteddie85000@aol.com



ocean-blue.com



925 West Esther St.  
Long Beach, CA 90813



## CERTIFICATIONS & TRAINING

HAZWOPER 40-Hour Course CFR 1910.120

HAZWOPER 8-Hour Refreshers

Bloodborne Pathogens CFR 1910.1030

CPR / First-Aid Trained

Confined Space Entry Rescue

Incident Command System 100, 200 & 700



925 West Esther St.  
Long Beach, CA 90813

Ph: (562) 624-4120  
Fx: (562) 624-4127

### Related work projects

*Below is a list of projects/contracts that are similar in scope to this request for proposal.*

#### LOS ANGELES

<i>L.A. Co. Department of Public Works – Emergency Spill Response, Single Source</i>	1995-Present
<i>L.A. Co. Department of Beaches &amp; Harbors– Storm Water, Hazmat &amp; Waste Mgmt</i>	2015-Present
<i>Port of Long Beach – Hazmat ER &amp; Waste Management</i>	1998-Present
<i>Port of Los Angeles – Hazmat ER &amp; Waste Management, Single Source</i>	1998-Present
<i>Los Angeles World Airport – Hazmat ER &amp; Waste Management,</i>	2015-Present
<i>Long Beach Airport– Hazmat ER &amp; Waste Management, Single Source</i>	1998-Present
<i>City of Burbank – Hazmat ER &amp; Waste Management, Single Source</i>	2022-Present
<i>City of Bell – Hazmat ER &amp; Waste Management, Single Source</i>	2017-Present
<i>City of Bellflower – Hazmat ER &amp; Waste Management, Single Source</i>	2015-Present
<i>City of Carson – Hazmat ER &amp; Waste Management, Single Source</i>	1998-Present
<i>City of Cerritos – Hazmat ER &amp; Waste Management, Single Source</i>	2008-Present
<i>City of Commerce – Hazmat ER &amp; Waste Management, Single Source</i>	2017-Present
<i>City of Compton – Hazmat ER &amp; Waste Management, Single Source</i>	2017-Present
<i>City of Costa Mesa – Hazmat ER &amp; Waste Management, Single Source</i>	2018-Present
<i>City of Covina – Hazmat ER &amp; Waste Management, Single Source</i>	2018-Present
<i>City of Culver City – Hazmat ER &amp; Waste Management, Single Source</i>	2013-Present
<i>City of Downey – Hazmat ER &amp; Waste Management, Single Source</i>	2015-Present
<i>City of Duarte – Hazmat ER &amp; Waste Management, Single Source</i>	2019-Present
<i>City of El Segundo – Hazmat ER, Catch Basin cleaning &amp; CPS installation</i>	2016-Present
<i>City of Glendora – Hazmat ER &amp; Waste Management, Single Source</i>	2019-Present
<i>City of Hawthorne– Hazmat ER &amp; Waste Management, Single Source</i>	2012-Present
<i>City of Hawaiian Gardens – Hazmat ER &amp; Waste Management, Single Source</i>	2018-Present
<i>City of Industry – Hazmat ER &amp; Waste Management, Single Source</i>	2019-Present
<i>City of Inglewood – Hazmat ER &amp; Waste Management, Single Source</i>	2007-Present
<i>City of Lakewood – Hazmat ER &amp; Waste Management, Single Source</i>	2013-Present
<i>City of Long Beach – Hazmat ER &amp; Waste Management, Single Source</i>	1998-Present
<i>City of Manhattan Beach – Hazmat ER &amp; Waste Management, Single Source</i>	2021-Present
<i>City of Monterey Park – Hazmat ER &amp; Waste Management, Single Source</i>	2019-Present
<i>City of Montebello – Hazmat ER &amp; Waste Management, Single Source</i>	2019-Present
<i>City of Norwalk – Hazmat ER &amp; Waste Management, Single Source</i>	2015-Present



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Long Beach, CA 90813

Ph: (562) 624-4120  
Fx: (562) 624-4127

### Project Organization & Staffing

*Ocean Blue presents four key staff for this contract. Their resumes can be found in the following pages.*



#### Manny Ramirez – Project Manager

- Estimated hrs./week: <20
- Single point of contact
- Incident Commander
- Job walks, logistics and agency interface
- Purveyor of NTP's, estimates, and transportation documentation
- Years with Ocean Blue: 2
- Years of experience: 24
- O: 562.624.4120
- M: 310.892.6827
- [mramirez@ocean-blue.com](mailto:mramirez@ocean-blue.com)
- Former Harbor Dept. Environmental Specialist (1988-2018)



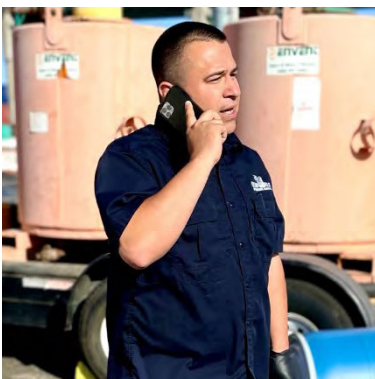
#### Justin Lee – President

- Estimated hrs./week: <5
- Prepares proposals/contract documentation
- Contact for billing/invoicing
- Backup field responder
- Class A commercial driver
- Years with Ocean Blue: 10
- Years of experience: 10
- O: 562.624.4120
- M: 310.357.7800
- [jlee@ocean-blue.com](mailto:jlee@ocean-blue.com)
- 925 West Esther St., Long Beach CA



#### Ed Long – Chemist, Project Manager

- Estimated hrs./week: <5
- Lab-packing, identifying unknown chemicals
- Project/Task risk analysis
- Health & Safety
- Oversees waste collections
- Manages boom deployments
- Years with Ocean Blue: 27
- O: 562.624.4120
- M: 310.629.5049
- [elong@ocean-blue.com](mailto:elong@ocean-blue.com)
- 925 West Esther St., Long Beach CA



#### Chris Anguiano – Stormwater Manager

- Estimated hrs./week: <10
- Oversees Stormwater Division
- Hydro-jetting specialist
- BMP Maintenance, MS4 Compliance
- Backup Emergency Responder
- Responds to illicit discharges into Stormdrains
- Years with Ocean Blue: 8
- Years of experience: 14
- O: 562.624.4120
- M: 562.235.7472
- [canguiano@ocean-blue.com](mailto:canguiano@ocean-blue.com)
- 925 West Esther St., Long Beach CA



925 West Esther St.  
Long Beach, CA 90813

Ph: (562) 624-4120  
Fx: (562) 624-4127

### References



**Agency:** Los Angeles County Department of Public Works  
**Contract Value:** \$3,300,000 / Year  
**Date:** 1995 – Present  
**Contact:** Adriana Flores – Civil Engineer  
**Phone & Email:** 626.458.7390 / [aflores@dpw.lacounty.gov](mailto:aflores@dpw.lacounty.gov)  
**Address:** 900 S. Fremont, Alhambra, CA 91803  
**Key Staff:** Project Manager Ed Long



**Agency:** Port of Los Angeles  
**Contract Value:** \$2,500,000 / 3-years  
**Date:** 1995 – Present  
**Contact:** Lawrence Fang – Environmental Specialist  
**Phone & Email:** 310.732.3782 / [lfang@portla.org](mailto:lfang@portla.org)  
**Address:** 222 W. 6<sup>th</sup> Street, Suite 900 San Pedro, CA 90731  
**Key Staff:** Project Manager Manny Ramirez



**Agency:** City of Covina  
**Contract Value:** \$150,000 / 3-years  
**Date:** 2017 – Present  
**Contact:** Sharon Gallant – Environmental Svcs & Transportation Mgr  
**Phone & Email:** 626.384.5484 / [sgallant@covinaca.gov](mailto:sgallant@covinaca.gov)  
**Address:** 125 East College St., Covina CA 91723  
**Key Staff:** Supervisor Luis Valadez



**Agency:** Los Angeles County Department of Beaches & Harbors  
**Contract Value:** \$280,000+ / year  
**Date:** 2015 – Present  
**Contact:** Jose Bedolla – Northern District Manager  
**Phone & Email:** 310.901.9116 / [jbedolla@bh.lacounty.gov](mailto:jbedolla@bh.lacounty.gov)  
**Address:** 13837 Fiji Way, Marina Del Rey CA 90292  
**Key Staff:** Project Manager Justin Lee & Project Manager Ed Acosta



**LAX**  
*Los Angeles World Airports*

**Agency:** Los Angeles World Airports  
**Contract Value:** \$1,750,000 / 3-years  
**Date:** 2016 – Present  
**Contact:** Howard Horning– Airport Maintenance Superintendent  
**Phone & Email:** 424.646.7964 / [hhorning@lawa.org](mailto:hhorning@lawa.org)  
**Address:** 7301 World Way West, Los Angeles CA 90045

TAB - H

STATE OF CALIFORNIA )  
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COUNTY OF LOS ANGELES )

Page 9 of 28

Services Agreement with Ocean Blue Environmental Services, Inc.

EXHIBIT B

SCHEDULE



**CITY OF VERNON RATES  
EFFECTIVE AUGUST 1, 2022**

**DEFINITIONS**

Straight Time: Monday through Friday, from 7:00 AM to 4:00 PM

Overtime: Monday through Friday, before 7:00 AM and after 4:00 PM,  
and all day on Saturdays

Premium Time: Sundays, Following Holidays

**HOLIDAYS OBSERVED**

New Year's Day

Martin Luther King, Jr.'s Birthday

Veterans Day

Fourth of July

Day after Thanksgiving

Christmas Day

Labor Day

Presidents Day

Memorial Day

Thanksgiving Day

Columbus Day

**MINIMUM CHARGES**

Four (4) hour minimum charges will apply to all call outs. Portal to Portal rates apply. Time charges include personnel, equipment and materials for preparation, mobilization, travel to and from site, demobilization, decontamination, transportation and unloading.

**DISPOSAL AND OUTSIDE COSTS**

All disposal, services, non-heavy equipment rentals, and materials not on the rate sheet will be billed at cost plus a twenty percent (20%) handling charge. Heavy equipment rental will be billed at cost plus twenty five percent handling charge due to high liability cost.

**PREVAILING WAGE**

An additional \$40 per hour will be added to personnel and equipment with operator rate.

**PAYMENT TERMS**

All terms are net-thirty (30) days upon receipt of invoice, unless previous arrangements have been made. All emergency response work for non-established customers is C.O.D.



## AUGUST 1, 2022 CITY OF VERNON RATES

### 1. HAZARDOUS WASTE-TRAINED PERSONNEL

### HOURLY RATE

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER- TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	118.00	154.70	154.70
SUPERVISOR	90.90	108.40	124.10
CHEMIST / INDUSTRIAL HYGIENIST	181.00	207.10	207.10
LEAD TECHNICIAN	63.00	91.80	119.80
EQUIPMENT OPERATOR	60.30	90.90	116.20
TECHNICIAN	56.90	80.40	104.90
ILWU (INT. LONGSHORE & WHSE UNION) TECH	79.50	118.90	159.90

ALL PERSONNEL HAVE AT A MINIMUM, 40-HR HAZ-WOPER TRAINING AS SPECIFIED BY 29 CFR 1910.120

### 2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

### HOURLY RATE

UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	49.80
GEAR TRUCK W/ LIFTGATE	49.80
EMERGENCY RESPONSE UNIT - LARGE	231.60
EMERGENCY RESPONSE UNIT - SMALL	160.90
CREW VAN	43.70
BOB CAT W/SOLID TIRES	54.20
VACUUM TRAILER - 20 BBL	54.20
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	132.90
VACUUM TRUCK - 120 BBL*	152.10
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	172.20
AIR EXCAVATOR*	132.90
HYDRO EXCAVATOR*	246.60
OMNI VAC - 85 BBL*	246.60
JETTER / VACTOR COMBO UNIT*	246.60
ROLL-OFF TRUCK*	132.90
ROLL-OFF TRUCK AND TRAILER*	152.10
DUMP TRUCK - 10 WHEEL*	93.50
TRASH COMPACTOR*	185.30
25' BOX VAN*	93.50
45' BOX VAN*	132.90
45' FLAT BED*	132.90
25' EQUIPMENT TRAILER	35.00
STREET SWEEPER	87.40

\*\*\* DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME.

### 3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	135.40	DAILY
6-PACK BREATHING AIR BOTTLES	271.80	DAILY
5-MINUTE EGRESS AIR BOTTLE	38.50	DAILY
TRIPOD W/DOUBLE WINCHES	243.00	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	35.00	DAILY



## AUGUST 1, 2022 CITY OF VERNON RATES

COPPUS BLOWER	196.70	DAILY
4-GAS AIR MONITOR	298.20	DAILY
PID METER	412.60	DAILY
MERCURY VAPOR ANALYZER	516.60	DAILY
OVA MONITOR	361.00	DAILY
PERSONAL 4 GAS METER	246.60	DAILY
ELECTRIC BLOWER	79.50	DAILY
<u>4. TRAFFIC CONTROL</u>		
ARROW BOARD	221.20	DAILY
PORTABLE DECON STATION W/ARROWBOARD	295.50	DAILY
BARRICADES W/ REFLECTORS, EACH	32.40	DAILY
DELINEATOR/REFLECTIVE, EACH	1.80	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	15.80	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	2.60	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	36.70	DAILY
<u>5. CLEANING EQUIPMENT</u>		
AIR COMPRESSOR	41.90	HOURLY
CHEMICAL DIAPHRAGM PUMP	310.30	DAILY
DECONTAMINATION STATION	211.50	DAILY
DIAPHRAGM PUMP	222.10	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	0.90	DAILY
LAYFLAT HOSE (PER FOOT)	0.90	DAILY
HYDROBLASTER	77.80	HOURLY
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	108.40	DAILY
PRESSURE WASHER - 1,000 PSI 22 GPM	69.90	HOURLY
PRESSURE WASHER - 3,500 PSI 6 GPM	60.30	HOURLY
ENGINE DRIVEN PUMPS	509.20	DAILY
PORTABLE TRASH PUMP	207.10	DAILY
SUBMERSIBLE PUMP	183.60	DAILY
AIR SCRUBBERS PORTABLE	172.20	DAILY
HEPA FILTERS FOR SCRUBBERS	128.60	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	196.70	DAILY
3 STALL DECONTAMINATION SHOWER	295.50	DAILY
<u>6. PORTABLE STORAGE UNITS</u>		
20-YARD BIN, OPEN TOP	25.40	DAILY
20-YARD BIN, CLOSED TOP	30.60	DAILY
40-YARD BIN, OPEN TOP	25.40	DAILY
40-YARD BIN, CLOSED TOP	32.40	DAILY
4" TANK MANIFOLD	19.20	DAILY
BIN LINERS	52.50	EACH
<u>7. OIL SPILL EQUIPMENT</u>		
20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	207.10	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	154.70	DAILY



# **AUGUST 1, 2022 CITY OF VERNON RATES**

BOOM 8"x12" (DEPLOYED)	1.80	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	0.90	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	132.90	HOURLY
22' x 8' SELF POWERED BARGE	89.10	HOURLY
19' TOOL SPILL BOAT W/90HP	89.10	HOURLY
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	74.30	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	58.60	HOURLY
12' PUNTS	35.00	HOURLY
12' PUNTS W/ 5HP MOTOR	43.70	HOURLY
SPLASH ZONE 2-PART SEALER	162.60	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	14.80	DAILY
15 LBS ANCHORS W/ 10' CHAIN	10.50	DAILY
24" BOEYS	14.80	DAILY
EMERGENCY RESPONSE TRAILER	465.00	DAILY
ROPE MOP SKIMMER	154.70	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	207.10	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	63.00	HOURLY
SKIMMER TRAILER	207.10	DAILY
ABSORBENT BOOM TRAILER	154.70	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	270.10	DAILY
FORKLIFT TRAILER	97.90	DAILY

## **8. MATERIALS**

10 GALLON DOT DRUM, STEEL	49.80	EACH
15 GALLON DOT DRUM, POLY	49.80	EACH
16 GALLON DOT DRUM, STEEL	49.80	EACH
20 GALLON DOT DRUM, STEEL	52.50	EACH
30 GALLON DOT DRUM, POLY	52.50	EACH
30 GALLON DOT DRUM, STEEL	52.50	EACH
5 GALLON DOT DRUM	18.40	EACH
55 GALLON DOT DRUM, POLY	61.20	EACH
55 GALLON DOT DRUM, STEEL	60.30	EACH
55 GALLON DOT DRUM, BIO	39.30	EACH
85 GALLON DRUM, OVERPAK, STEEL	221.20	EACH
95 GALLON DRUM, OVERPAK, POLY	221.20	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	77.00	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	77.00	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	36.70	PER GALLON
BLEACH	4.40	PER GALLON
CHEMICAL POLY TOTES	319.00	EACH
CHLOR-D-TECT Q4000	18.40	EACH
CITRI-CLEAN, 55 GALLON	826.20	PER DRUM
DIESEL FUEL (EQUIPMENT)	5.30	PER GALLON
DRUM LINER	2.60	EACH
DUCT TAPE	6.10	PER ROLL
FACE SHIELD	13.10	EACH
HAND AUGER	86.60	DAILY
HEPA VACUUM FILTER PROTECTORS	20.10	EACH



# **AUGUST 1, 2022 CITY OF VERNON RATES**

HEPA VACUUM REPLACEMENT BAGS	20.10	EACH
OIL SORBENT POM POMS	56.90	PER BALE
PLASTIC BAGS	74.30	PER BOX
PLASTIC SHEETING	74.30	PER ROLL
RAGS, 50 LB BOX	67.40	PER BOX
ROPE 1/2 POLY, 100' ROLL	32.40	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	36.70	PER ROLL
SAMPLE JARS - 1QT	13.10	EACH
SAND BAGS	3.40	EACH
SHRINK WRAP	30.60	ROLL
SIMPLE GREEN	13.10	PER GALLON
SODA ASH	6.10	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	412.60	PER BALE
SORBENT BOOM, 8"x10"	54.20	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	89.10	PER BALE
SUPERFINE, 25 LB BAG	18.40	PER BAG
TRIWALL BOXES	154.70	EACH
VACTOR FLEX HOSE 4"	1.80	PER FOOT
VACTOR FLEX HOSE 6"	2.60	PER FOOT

## **9. TOOLS AND OTHER EQUIPMENT**

BIO-HAZARD "BLOOD" SPILL KIT	103.20	EACH
BOAT HOOKS 3'-9' TELESCOPING	7.00	DAILY
BOBCAT SWEEPER ATTACHMENT	218.60	DAILY
CHEST WADERS	61.20	DAILY
14 PORTABLE GAS POWERED ABRASIVE SAW	147.80	DAILY
COM-A-LONG - 4000 LBS	6.10	DAILY
CUTTING TORCH	149.40	DAILY
DRUM SAMPLING ROD (GLASS)	7.00	EACH
DRUM VACUUM - 55 GALLON	118.90	DAILY
EXTENSION LADDER	13.10	DAILY
EYEWASH STATION	32.40	DAILY
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTC	221.20	DAILY
FORK LIFT	218.60	DAILY
GENERATOR, 10KV TRAILER MOUNTED	35.00	HOURLY
GENERATOR, 5500 WATTS	123.30	DAILY
HAND TOOLS	52.50	DAILY
HAND WASHING STATION	49.80	DAILY
HAZ-CAT KIT	20.10	PER TEST
HEAVY DUTY JETTER NOZZLES	234.20	DAILY
HEPA VACUUM (DRY)	154.70	DAILY
HIP WADERS	52.50	DAILY
HUDSON SPRAYER	20.10	DAILY
JACK HAMMER 90 LBS	123.30	DAILY
LIFE JACKETS	15.80	DAILY
LIGHT STAND (2 BULBS)	36.70	DAILY
LIGHT TOWER (4 BULBS)	295.50	DAILY



**AUGUST 1, 2022 CITY OF VERNON RATES**

MEALS ON SPILLS	7.00	EACH
MERCURY VACUUM	516.60	DAILY
NON-SPARKING COLD CUTTER / RIVET BUSTER	97.90	DAILY
NON-SPARKING COLD CUTTER TIPS	30.60	EACH
PER DIEM ALLOWANCE ON TRAVEL	162.60	DAILY
PICKS "MINERS"	2.60	DAILY
PLUG & DIKE, 1 LB CAN	25.40	EACH
POLY SIPHON (POGO) PUMP	19.20	EACH
PORTABLE RESTROOM W/SINK	154.70	DAILY
PROFILING FEE (PER WASTE STREAM)	77.80	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	41.10	DAILY
SAWZALL	82.20	DAILY
SKIL SAW	36.70	DAILY
STEEL SPIKES, 36"	5.30	DAILY
TRANSFER HOSES, 1 - 4"	43.70	DAILY
TRUCK RAMPS (30,000 LBS)	295.50	DAILY
VAPOR TIGHT DROP LIGHTS	154.70	DAILY
VENTILATION FAN	118.90	DAILY
WATER METER	258.70	DAILY
WATER TANK TRAILER W/ PUMP	349.70	DAILY
DRUM DOLLY	24.50	DAILY

**10. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	491.30	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS TIGHT W/SCBA	154.70	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	67.40	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	32.40	PER SET

EXHIBIT C

EQUAL EMPLOYMENT OPPORTUNITY

PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

# City Council Agenda Item Report

Submitted by: Andrew Eguia  
Submitting Department: Public Works  
Meeting Date: October 18, 2022

## **SUBJECT**

Award of City Contract No. CS-1456 Citywide Tree Wells

## **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;
- B. Accept the bid proposal from FS Contractors, Inc. as the lowest responsive and responsible bidder for the Citywide Tree Wells project and reject all other bids;
- C. Approve and authorize the City Administrator to execute Contract No. CS-1456 in the amount of \$702,690 for the construction and installation of Citywide Street Tree Wells, for a period not to exceed 60 calendar days; and
- D. Authorize a contingency of \$8,040 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue change orders for an amount up to the contingency amount, if necessary.

## **Background:**

The Citywide Tree Wells project consists of planting trees and treating stormwater by constructing 115 new street tree wells, per the City of Vernon Tree Planting Standard Plan MV 1891. The City's tree well design collects runoff from the gutter and brings it into the tree well where the runoff is treated through a combination of biofiltration, evapotranspiration, and infiltration while at the same time supplementing the irrigation requirements of the tree. This tree well standard was designed in-house by Vernon's Public Works Engineering team.

On August 25, 2022, the Public Works Department advertised the Notice Inviting Bids (NIB) for CS-1456 Citywide Tree Wells (Project) for the construction and installation of street tree wells along Soto Street and Fruitland Avenue. The NIB was posted on the City's PlanetBids website and published in the local newspaper. The bids for the Project were received, and opened on September 13, 2022. The calculated results were as follows:

1. FS Contractors, Inc. \$702,690
2. CT&T Concrete Paving, Inc. \$3,341,100

Public Works staff reviewed the bids and deemed that the bid received by FS Contractors, Inc. is the lowest responsive and responsible bid. Based on a thorough bid evaluation, staff recommends award of the proposed Construction Contract to FS Contractors, Inc.

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

## **Fiscal Impact:**

Funds for the construction of 115 new tree wells were included in the FY 2022-23 General

Fund, Public Works, Street Operations Division Account No. 011.1043.900000 in the budget amount of \$474,000. Approval of this action would require an additional appropriation of \$236,730 for a contract total of \$702,690 and contingency amount of \$8,040. However, the Project is fully funded by the Los Angeles County's Safe Clean Water Program (SCWP).

**Attachments:**

1. [Contract Agreement No. CS-1456 Citywide Tree Wells](#)

STANDARD FORM OF  
CONSTRUCTION CONTRACT BETWEEN  
CITY AND CONTRACTOR

This Agreement is made and entered into at Vernon, California this 18th day of October, 2022, by and between the CITY OF VERNON, a chartered municipal corporation (hereinafter "City") and FS Contractors, Inc., a California corporation (hereinafter "Contractor"), for construction of Citywide Street Tree Wells Contract CS-1456.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS

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

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

2. 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:

Citywide Street Tree Wells

Contract CS-1456

3. TIME FOR PERFORMANCE

Contract Time. Contractor shall achieve Substantial Completion of the Work within **60** 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 two hundred and fifty dollars (\$250) per day for each calendar day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work, as required by Article 3 of the General Conditions of Contract.

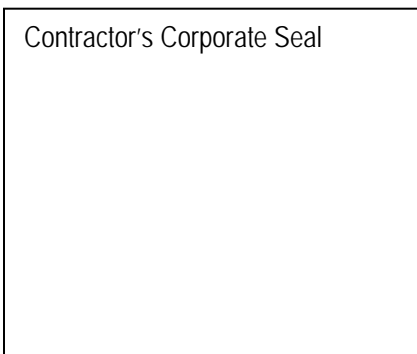
Contractor Initial here: \_\_\_\_\_.

4. CONTRACT SUM

In consideration of the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, City shall pay Contractor the sum of seven hundred two thousand, six hundred and ninety dollars/no cents (\$702,690.00), payable as set forth in the General Conditions ("Contract Sum").

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

Executed at \_\_\_\_\_, California.



FS Contractors, Inc.:

By: \_\_\_\_\_  
An Authorized Signatory

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

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

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

CITY OF VERNON:

By: \_\_\_\_\_  
Name: Carlos Fandino  
Title: City Administrator  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Zaynah N. Moussa  
Title: City Attorney

ATTEST:

By: \_\_\_\_\_  
Name: Lisa Pope  
Title: City Clerk

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

## EXHIBIT A GENERAL CONDITIONS

### **ARTICLE 1 - PRELIMINARY PROVISIONS**

#### 1.01 DEFINITIONS

The following words shall have the following meanings:

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

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

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

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

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

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

## 1.02 REPRESENTATIVES

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

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

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

Utility Fees not listed in the Notice Inviting Bids.

- B. Contractor shall obtain a no-fee encroachment permit from the City of Vernon's Public Work, Water and Development Services Department.
- C. All documents evidencing Contractor's satisfaction with all Governmental Approvals and Utility Fees must be submitted to the City prior to submission of the Application for Final Payment.
- D. Where requirements of the Governmental Approvals differ from those of the Drawings and Specifications, the more stringent requirements shall apply.
- E. Unless otherwise specified in the Contract Documents, Contractor shall be responsible for payments of all Utility Fees from the Date of Commencement until City's Final Acceptance of the Work.

#### 1.04 LICENSES

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

#### 1.05 ALLOWANCES

- A. Contractor shall include in the Contract Sum and Schedule of Values for Payment, the City's estimated cost established for each Work item covered by an Allowance stated in the Contract Documents. See Paragraph 1.01 for definition of Allowance.
- B. The line item cost estimate established by the City for Work covered by an Allowance includes the cost to Contractor of: all materials and equipment, preparation of submittals; labor; transportation; delivery; handling; installation; supervision; overhead; profit; licenses; bonds; insurance; all sales, use and other taxes legally chargeable; and all other costs and expenses incidental to such Work.
- C. Work items covered by Allowances shall be supplied with such materials and equipment and for such prices approved in advance by City. Contractor shall notify and request City's approval of material equipment, and pricing information for Work covered by an Allowance before ordering the material or equipment and in sufficient time to avoid delay to the Work. City shall provide approval of materials, equipment, and prices with reasonable promptness. The material, equipment, and pricing information submitted by the Contractor to the City's Project Manager shall, at a minimum, include product data and detailed costs of material, equipment, and labor to complete such Work, itemized by costs incurred by Contractor and each subcontractor associated with the performance of such Work. Contractor shall

not order materials or equipment or proceed with Work covered by an Allowance until the material, equipment, and pricing information for such Work items have been submitted to the City's Project Representative for review and the Contractor has received City's approval to proceed with a Work item covered by an Allowance.

- D. All expenditures for Allowance Work shall be separately itemized in each Application for Payment.
- E. To the extent that the cost of Work items covered by an Allowance is less than the Allowance cost estimate established by the City, the Contract Sum shall be reduced by Change Order or Construction Change Directive to reflect the actual cost of the Allowance item. Similarly, to the extent the cost of Work items covered by an Allowance is greater than the Allowance cost estimate, the Contract Sum shall be increased by Change Order or Construction Change Directive to reflect the actual cost of the Allowance item. If Work items covered by an Allowance are not performed or the City deletes such items from the Scope of Work, the Contract Sum shall be reduced by Change Order or Construction Change Directive to deduct the Cost of the unused Allowance item.

#### 1.06 WAIVER

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

#### 1.07 DATA TO BE FURNISHED BY THE CONTRACTOR

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

#### 1.08 CONTRACT DRAWINGS

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

#### 1.09 SPECIFICATIONS AND DRAWINGS

- A. The Contractor shall keep on the Work Site a copy of all Specifications, Drawings, and Change Orders pertaining to the Work and shall at all times give the Director access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as though shown or mentioned in both.
- B. In general, the Drawings will show dimensions, positions, and kind of construction; and the Specifications will define materials, quality, and standards. Any Work not particularly detailed, marked or specified, shall be the same as similar parts that are detailed, marked or specified.
- C. The Drawings shall not be scaled to determine dimensions, and in all cases shall be calculated from figures shown on the Drawings. Any discrepancies between scale and figured dimensions, not marked "not to scale," must be brought to the Director's attention before proceeding with the Work affected by the discrepancy.
- D. Omissions from the Drawings and/or Specifications shall not relieve the Contractor from the

responsibility of furnishing, making, or installing all items required by law or code, or usually furnished, made or installed in a project of the scope and general character indicated by the Drawings and Specifications.

- E. For convenience, the Drawings and Specifications may be arranged in various trade subparagraphs, but such segregation shall not be considered as limiting the Work of any subcontract or trade. The Contractor shall be solely responsible for all subcontract arrangements of the Work regardless of the location or provision in the Drawings and Specifications.
- F. The City will furnish free of charge to the Contractor, a maximum of six (6) sets of Contract Drawings and Specifications. The Contractor shall pay for the costs of any additional sets or portions thereof. The Contractor shall be responsible to see that all sets are the same as the up-to-date approved set.

#### 1.10 PRECEDENCE OF CONTRACT DOCUMENTS

- A. In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the following order of precedence:
  - 1. Governmental Approvals including, but not limited to, permits required for the Work
  - 2. Modifications issued after execution of the Contract (including modifications to Drawings and Specifications)
  - 3. The Contract, including all exhibits, attachments, appendices and Addenda, with later Addenda having precedence over earlier Addenda
  - 4. Special Conditions, if any
  - 5. General Conditions
  - 6. Specifications
  - 7. Drawings
  - 8. Bidding Requirements
- B. With reference to the Drawings, the order of precedence is as follows:
  - 1. Change Order Drawings
  - 2. Addenda Drawings
  - 3. Contract Drawings
  - 4. Project Drawings
  - 5. Standard Drawings
  - 6. Detail Drawings
  - 7. General Drawings
  - 8. Figures
  - 9. Scaled dimensions
- C. Within the Specifications, the order of precedence is as follows:
  - 1. Change Orders
  - 2. Special Conditions
  - 3. Project Technical Specifications

4. Standard Specifications, if any
5. Applicable Trade Association Specifications

#### 1.11 NOTICE OF CONFLICTS

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

#### 1.12 REPORTS

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

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

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

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

#### 1.13 LINES, GRADES, AND MEASUREMENTS

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

#### 1.14 RIGHT OF WAY

- A. The site for the installation of equipment or the right of way for the Work to be constructed under this Contract will be provided by the City.
- B. The City will provide the appropriate rights of way and property for pipelines and structures. Upon approval by the Director, the Contractor may, without cost, use portions of any of the City's rights of way or property which may be suitable for working space and for storage of equipment and materials. The Contractor will be held responsible for any damage to structures, streets, and roads, trees and landscaping, and for any damage that may result from his/her use of City property.
- C. In case areas additional to those available on the City's rights of way or property are required by the Contractor for his/her operations, he/she shall make arrangements with the property owners for the use of such additional areas at his/her own expense.

#### 1.15 CONTRACTOR'S OPERATIONS/STORAGE YARD

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

[END OF ARTICLE]

## **ARTICLE 2 - PERFORMANCE OF THE WORK**

### **2.01 PERFORMANCE OF WORK - GENERAL**

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

### **2.02 NO ASSIGNMENT OR DELEGATION**

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

### **2.03 STANDARD OF PERFORMANCE**

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

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

### **2.04 DEFECTIVE WORK**

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

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

### **2.05 CITY'S RIGHT TO CARRY OUT THE WORK**

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

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

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

2.06 COMMUNICATIONS AND NOTICES REGARDING THE WORK

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

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

FS Contractors, Inc.  
14838 Bledsoe St.  
Sylmar, CA 91342  
Attention: Jose Angel Fierros, President  
Phone: (818) 974-0895

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.

City of Vernon  
Public Works Department  
4305 Santa Fe Avenue  
Vernon, CA 90058  
Attention: Andrew Eguia, Assistant Engineer  
Phone: (323)583-8811 ext. 294  
E-mail: aeguia@cityofvernon.org

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

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

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

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

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

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

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

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

## 2.07 INDEPENDENT CONTRACTOR

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

## 2.08 EMERGENCY WORK

- A. During Working Hours:

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

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

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

B. Outside of Working Hours:

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

2.09 SUBCONTRACTORS

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

2.10 USE OF FACILITIES PRIOR TO COMPLETION OF CONTRACT

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

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

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

#### 2.11 COOPERATION WITH OTHER WORK FORCES

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

#### 2.12 AGREEMENTS WITH PROPERTY OWNERS

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

#### 2.13 PROTECTION OF PROPERTY

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

#### 2.14 CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES

- A. Risk of Loss

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

B. Materials and Facilities

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

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

C. Laws and Regulations

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

2.15 WARRANTY AND CORRECTIONS

A. Warranty

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

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

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

B. Correction of Work

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

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

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

## 2.16 CLEANING AND ENVIRONMENTAL CONTROLS

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

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

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

## 2.17 WATER POLLUTION CONTROL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The SWPPP shall include:

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

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

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

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

D. Best Management Practices

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

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

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

E. Implementation

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

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

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

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

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

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

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

G. Sewage Spill Telephone Notification

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

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

Fire Department Dispatch Center ..... 911

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

City of Vernon Control Center  
(323) 826-1461

H. Sewage Spill Written Notification

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

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

I. Enforcement

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

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

J. Maintenance

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

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

K. Payment

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

2.18 SOLID WASTE DISPOSAL AND DIVERSION

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

## SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Title: \_\_\_\_\_ Specification No. \_\_\_\_\_

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

Form to be submitted to the City

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### 2.19 RECYCLED, REUSABLE AND RECYCLABLE PRODUCTS

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

[END OF ARTICLE]

## **ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION**

### **3.01 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK**

#### **A. Notice to Proceed**

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

#### **B. Prosecution of the Work**

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

#### **C. Required Contract Completion**

Time is of the essence in the completion of this Contract. The Work shall be completed in its entirety and made ready for service within **sixty (60)** 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 two hundred and fifty dollars (\$250) per day, with respect to Contractor's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. The Contractor acknowledges and agrees that the liquidated damages are intended to compensate City solely for the Contractor's failure to meet the deadline for Substantial Completion and shall not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.
- B. In the event that Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Contractor agrees to pay City the amount specified in the Contract form for each calendar day that Substantial Completion is delayed.
- C. Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the effective date hereof and have agreed to such liquidated damages to fix City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amount are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.
- D. It is further mutually agreed that City shall have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages. Contractor shall pay the difference to City.

[END OF ARTICLE]

## **ARTICLE 4 - CONSTRUCTION SCHEDULES**

### **4.01 BASELINE PROJECT SCHEDULE**

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

#### **A. Format**

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

#### **B. Float**

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

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

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

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

D. Early Completion

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

#### 4.02 SCHEDULE UPDATES

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

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

#### 4.03 NONCOMPENSABLE EXTRAORDINARY MEASURES

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

#### 4.04 CONDITION OF PAYMENT

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

[END OF ARTICLE]

## **ARTICLE 5 - SUSPENSION OR TERMINATION OF CONTRACT**

### **5.01 TERMINATION BY THE CONTRACTOR**

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

### **5.02 TERMINATION BY THE CITY FOR CAUSE**

A. Grounds

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

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

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

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

**B. City's Rights.**

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

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

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

**C. Costs**

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

**D. Wrongful Termination**

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

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

5.03 PARTIAL DELETION OR SUSPENSION OF WORK BY THE CITY

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

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

for Contractor's failure to:

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

G. Responsibilities of Contractor During Suspension Periods

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

5.04 TERMINATION BY THE CITY FOR CONVENIENCE

A. Grounds

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

B. Contractor Actions

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

C. Compensation

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

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

D. No Consequential Damages

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

5.05 CONTRACTOR'S DUTIES UPON TERMINATION FOR CAUSE OR CONVENIENCE

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

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

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

[END OF ARTICLE]

## **ARTICLE 6 – CHANGES**

### **6.01 CITY'S RIGHT TO ORDER CHANGES**

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

### **6.02 APPLICABLE PROVISIONS**

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

### **6.03 NOTICE OF SCOPE CHANGE**

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

### **6.04 CHANGE ORDERS**

#### **A. Computation**

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

#### **B. Accord and Satisfaction**

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

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

#### 6.05 CONSTRUCTION CHANGE DIRECTIVE (FIELD DIRECTIVE)

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

#### 6.06 PRICING CHANGES IN THE WORK

##### A. Alternative Methods of Pricing

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

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

B. Contractor Maintenance of Daily Records for Changes

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

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

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

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

C. Allowable Costs

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

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

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

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

D. Costs Not Allowed

Allowable Costs shall not include any of the following:

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

E. Allowable Mark-Up

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

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

F. Net Allowable Costs

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

6.07 CITY ORIGINATED REQUEST FOR ITEMIZED CHANGE ORDER PROPOSAL REQUEST

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

6.08 CONTRACTOR ORIGINATED CHANGE ORDER REQUEST (COR)

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

6.09 ISSUANCE OF WORK DIRECTIVE (UNILATERAL).

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

[END OF ARTICLE]

## **ARTICLE 7 - CONTRACT PAYMENTS AND CLAIMS**

### **7.01 GENERAL**

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

### **7.02 SCHEDULE OF VALUES FOR PAYMENTS**

#### **A. Submission**

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

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

#### **B. Content**

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

#### **C. Applications for Payment**

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

D. Revisions

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

7.03 APPLICATIONS FOR PAYMENT

A. Marked Schedule of Values

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

B. Monthly Review

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

C. Certification

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

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

D. Stored Materials

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

7.04 PROGRESS PAYMENTS

A. Conditions to Progress Payments

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

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

8. Submission of certifications by Contractor and each Subcontractor as required by applicable collective bargaining agreements certifying that all employee benefit contributions due and owed pursuant to any applicable collective bargaining agreement have been paid in full; and
9. Compliance by Contractor with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Contractor's right to receive payment for Work performed.

B. Payments by City

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

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

C. Rejection by City

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

D. Interest

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

7.05 FINAL PAYMENT

A. Retention

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

B. Conditions to Final Payment

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

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

C. Final Payment

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

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

D. Disputed Amounts

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

E. Acceptance of Final Payment

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

7.06 MISCELLANEOUS

A. Joint Payment

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

B. Withholding/Duty to Proceed

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

C. No Acceptance

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

D. Contractor Payment Warranty

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

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

E. Corrections

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

7.07 PAYMENTS BY CONTRACTOR

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

7.08 PAYMENTS WITHHELD

A. Withholding by City

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

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

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

B. Release of Withholding

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

C. Application of Withholding

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

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

D. Continuous Performance

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

7.09 SUBSTITUTION OF SECURITIES

A. Public Contract Code

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

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

B. Substitute Security

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

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

C. Deposit of Retentions

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

D. Time for Election of Substitution of Securities

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

7.10 CLAIMS

A. Arising of Claim.

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

B. Content of Claim

A Claim by Contractor must include all of the following:

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

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

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

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

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

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

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

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

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

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

Company \_\_\_\_\_

C. Noncompliance

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

D. Submission of Claims

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

E. Response to Claims, Meet and Confer

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

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

F. Finality of Decision

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

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

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

[END OF ARTICLE]

## **ARTICLE 8 - MATERIALS AND EQUIPMENT**

### **8.01 GENERAL**

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

### **8.02 QUALITY AND WORKMANSHIP**

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

### **8.03 TRADE NAMES AND "OR APPROVED EQUAL" PROVISION**

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

### **8.04 APPROVAL OF MATERIALS**

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

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

#### 8.05 ORDERING MATERIALS AND EQUIPMENT

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

#### 8.06 AUTHORITY OF THE DIRECTOR

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

#### 8.07 INSPECTION

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

#### 8.08 INFRINGEMENT OF PATENTS

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

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

[END OF ARTICLE]

## **ARTICLE 9 – SUBMITTALS**

### **9.01 GENERAL**

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

### **9.02 PRODUCT HANDLING**

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

### **9.03 SCHEDULE OF SUBMITTALS**

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

#### 9.04 SHOP DRAWINGS

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

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

#### 9.05 COLORS

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

#### 9.06 MANUFACTURERS' LITERATURE

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

#### 9.07 SUBSTITUTIONS

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

#### 9.08 MANUALS

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

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

#### 9.09 AS-BUILT DRAWINGS

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

#### 9.10 SUBMITTALS QUANTITIES

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

#### 9.11 IDENTIFICATION OF SUBMITTALS

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

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

#### 9.12 SCHEDULE OF SUBMITTALS

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

#### 9.13 COORDINATION OF SUBMITTALS

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

#### 9.14 TIMING FOR SUBMITTALS

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

#### 9.15 APPROVAL BY CITY

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

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

9.16 CHANGES TO APPROVED SUBMITTALS

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

[END OF ARTICLE]

## **ARTICLE 10 – SAFETY**

### **10.01 PROTECTION OF PERSONS AND PROPERTY**

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

### **10.02 PROTECTION FROM HAZARDS**

#### **A. Trench Excavation**

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

#### **B. Confined Spaces**

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

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

C. Material Safety Data Sheet

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

10.03 DIFFERING SITE CONDITIONS

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

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

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

#### 10.04 TRAFFIC REGULATION

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

Contractor shall immediately notify the Director, the City Traffic and Transportation Administrator and the agencies having jurisdiction of occurrences that necessitate modification of the approved traffic control plan.

- D. Contractor's failure to comply with this provision may result in actions as provided in Article 5: "Suspension or Termination of Contract" of these General Conditions.

#### 10.05 TRAFFIC CONTROL DEVICES

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

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

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

#### 10.06 EXECUTION

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

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

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

#### 10.07 FLAGGING

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

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

#### 10.08 PEDESTRIAN CANOPIES OR BARRICADE IMPROVEMENTS

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

[END OF ARTICLE]

## **ARTICLE 11 - INDEMNITY**

### **11.01 INDEMNITY**

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

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

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

### **11.02 ENFORCEMENT**

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

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

11.03 NO LIMITATIONS

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

[END OF ARTICLE]

## **ARTICLE 12 – INSURANCE**

### **12.01 CONDITION TO COMMENCEMENT**

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

### **12.02 MINIMUM COVERAGE AND LIMITS**

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

### **12.03 CONDITIONS REGARDING INSURANCE COVERAGE AND LIMITS**

City and Contractor agree as follows:

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

### **12.04 INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

This Agreement's insurance provisions:

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

[END OF ARTICLE]

## **ARTICLE 13 – BONDS**

### **13.01 REQUIRED BONDS**

A. Contractor shall furnish the following bonds:

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

### **13.02 POWER OF ATTORNEY**

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

### **13.03 APPROVED SURETY**

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

### **13.04 REQUIRED PROVISIONS**

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

### **13.05 NEW OR ADDITIONAL SURETIES**

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

13.06 WAIVER OF MODIFICATIONS AND ALTERATIONS

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

13.07 APPROVAL OF BONDS

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

[END OF ARTICLE]

## **ARTICLE 14 - LABOR PROVISIONS**

### **14.01 WORKING HOURS**

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

### **14.02 COST OF OVERTIME CONSTRUCTION SERVICES AND INSPECTIONS**

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

### **14.03 COMPLIANCE WITH STATE LABOR CODE**

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

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

#### 14.04 WAGE RATES

##### A. Prevailing Wages

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

##### B. Payroll Records

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

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

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

#### 14.05 APPRENTICESHIP STANDARDS

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

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

#### 14.06 EMPLOYMENT OF APPRENTICES

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

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

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

#### 14.08 CHARACTER OF WORKERS

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

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

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

[END OF ARTICLE]

## **ARTICLE 15 - DISPUTE RESOLUTION**

### **15.01 SUBMISSION OF CLAIMS**

#### **A. By Contractor**

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

#### **B. By City**

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

#### **C. Claims Defined**

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

### **15.02 CLAIMS DISPUTE RESOLUTION PROCESS**

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

#### **A. Direct Negotiations**

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

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

B. Deferral of Claims

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

C. Legal Proceedings

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

15.03 NO WAIVER

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

[END OF ARTICLE]

## **ARTICLE 16 - ACCOUNTING RECORDS**

### **16.01 MAINTENANCE OF RECORDS**

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

### **16.02 ACCESS TO RECORDS**

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

### **16.03 CONTRACTOR NONCOMPLIANCE, WITHHOLDING**

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

### **16.04 SPECIFIC ENFORCEMENT BY CITY**

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

[END OF ARTICLE]

## **ARTICLE 17-MISCELLANEOUS PROVISIONS**

### **17.01 COMPLIANCE WITH APPLICABLE LAWS**

#### **A. Notices, Compliance**

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

#### **B. Taxes, Employee Benefits**

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

#### **C. Notice of Violations**

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

### **17.02 OWNERSHIP OF DESIGN DOCUMENTS**

#### **A. Property of City**

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

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

B. Documents on Site

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

C. Delivery to City

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

D. Subcontractors

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

17.03 AMENDMENTS

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

17.04 WAIVER

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

17.05 INDEPENDENT CONTRACTOR

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

#### 17.06 SUCCESSORS AND ASSIGNS

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

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

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

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

#### 17.07 SURVIVAL

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

#### 17.08 LIMITATION ON THIRD PARTY BENEFICIARIES

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

#### 17.09 PERSONAL LIABILITY OF CITY EMPLOYEES

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

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

17.10 NO ESTOPPEL

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

17.11 GOVERNING LAW

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

17.12 FURTHER ASSURANCES

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

17.13 SEVERABILITY

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

17.14 HEADINGS

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

17.15 ENTIRE AGREEMENT

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

17.16 COUNTERPARTS

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

[END OF ARTICLE]

## EXHIBIT 1

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

### PERFORMANCE BOND

#### RECITALS:

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

\_\_\_\_\_  
(Name, address, and telephone of Contractor)

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

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

2. Principal is required under the terms of the Contract and all contract documents referenced in it ("Contract Documents") to furnish a bond guaranteeing Principal's faithful performance of the Work.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

#### OBLIGATION:

THEREFORE, for value received, We, Principal and

\_\_\_\_\_  
(Name, address, and telephone of Surety)

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

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

The Licensed Agent for Surety is:

\_\_\_\_\_  
(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. \_\_\_\_\_.

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

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

Documents except that Surety's total obligation, as described here, will not exceed the Bonded Sum.

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

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

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

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

PRINCIPAL:

SURETY:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Name and Title)

By: \_\_\_\_\_  
(Name and Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CORPORATE SEAL

CORPORATE SEAL

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

APPROVED AS TO SURETY AND  
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Daniel Wall, Director of Public Works

By: \_\_\_\_\_  
Zaynah N. Moussa, City Attorney

BOND ACKNOWLEDGMENT

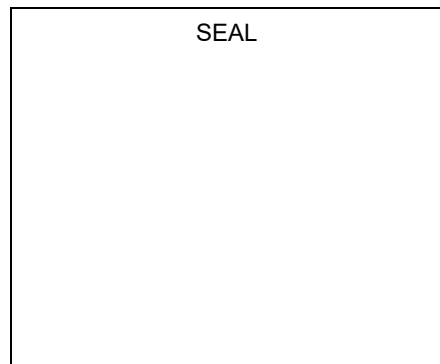
FOR  
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA                    )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public



## EXHIBIT 2

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

### PAYMENT BOND (LABOR AND MATERIALS)

#### RECITALS:

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

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

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

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

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

#### OBLIGATION:

THEREFORE, for value received, We, Principal and

\_\_\_\_\_  
(Name, address, and telephone of Surety)

\_\_\_\_\_  
admitted surety insurer under California's laws, agree as follows:

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

The Licensed Agent for Surety is:

\_\_\_\_\_  
(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. \_\_\_\_\_.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal or a subcontractor fails to pay (a) any person named in California Civil Code Section 9100, or any successor legislation; (b) any amount due under California's Unemployment Insurance Code, or any successor legislation, for work or labor performed under the Contract or Contract Documents; or (c) any amount under Unemployment Insurance Code Section 13020, or any successor legislation, that Principal or a subcontractor must deduct, withhold, and pay over to the Employment Development Department from the wages of its employees, for work or labor performed under the Contract or Contract Documents, then Surety shall pay for the same in an amount not-to-exceed the Bonded Sum. Otherwise, this obligation becomes null and void. While this Bond remains in full force and effect, the following terms and conditions apply to this Bond:

1. This Bond inures to the benefit of any of the persons named in California Civil Code Section 3181, or any successor legislation, giving those persons or their assigns a right of action in any suit brought upon this Bond, unless California Civil Code Section 3267, or any successor legislation, applies.
2. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents including, without limitation, an extension of time for performance does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.
3. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Work.
4. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay in addition to the Bonded Sum City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
5. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

[Signatures to this Exhibit 2, Payment Bond, Begin on Next Page].

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

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

PRINCIPAL:

SURETY:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Name and Title)

By: \_\_\_\_\_  
(Name and Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CORPORATE SEAL

CORPORATE SEAL

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

APPROVED AS TO SURETY AND  
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Daniel Wall, Director of Public Works

By: \_\_\_\_\_  
Zaynah N. Moussa, City Attorney

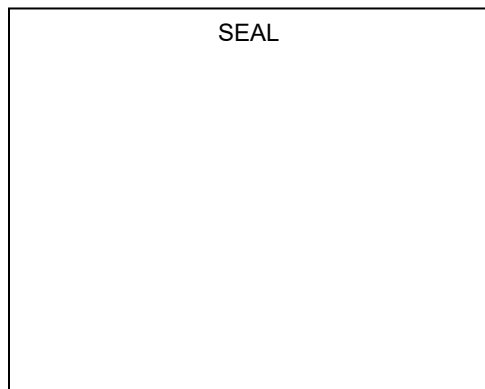
BOND ACKNOWLEDGMENT  
FOR  
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA                    )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public



### EXHIBIT 3

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

## MAINTENANCE BOND

### RECITALS:

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

\_\_\_\_\_  
(Name, address, and telephone of Contractor)

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

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

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

### OBLIGATION:

THEREFORE, for value received, We, Principal and

\_\_\_\_\_  
(Name, address, and telephone of Surety)

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

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("the Bonded Sum"), this amount comprising not less than ten percent (10%) of the total Contract Sum, in lawful money of the United States of America.

The Licensed Agent for Surety is:

\_\_\_\_\_  
(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. \_\_\_\_\_.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT if the said Principal or any of his or her or its subcontractors, or the heirs, executors, administrators, successors, or assigns or assigns of any, all, or either of them, shall fail to execute within a reasonable amount of time, or fail to respond within seven (7) days with a written schedule acceptable to the City for same, repair or replacement of any and all Work, together with any other adjacent Work which may be displaced by so doing, that proves to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in the Contract to be for a longer period) from the date the City's Notice of Completion and Acceptance, or equivalent, is filed with the County Recorder, ordinary wear and tear and unusual abuse or neglect excepted with respect to such Work and labor, the Surety herein shall pay for the same, in an amount not exceeding the sum specified in this Bond.

1. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly

remedy the default using a procurement methodology approved by City, select a contractor or contractors acceptable to City to complete all of the Work, and arrange for a contract between the contractor(s) and City. Surety shall make available sufficient funds to pay the cost of repair or replacement of any and all Work and to pay and perform all obligations of Principal under the Contract and Contract Documents including other costs and damages for which Surety is liable under this Bond except that Surety's total obligation, as described here, will not exceed the Bonded Sum.

2. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.
3. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.
4. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Work.
5. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
6. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay, in addition to the Bonded Sum, City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
7. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.
8. Death of the Principal shall not relieve Surety of its obligations hereunder.

[Signatures to this Exhibit 3, Maintenance Bond, Begin on Next Page].

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

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

PRINCIPAL:

SURETY:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Name and Title)

By: \_\_\_\_\_  
(Name and Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CORPORATE SEAL

CORPORATE SEAL

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

APPROVED AS TO SURETY AND  
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Daniel Wall, Director of Public Works

By: \_\_\_\_\_  
Zaynah N. Moussa, City Attorney

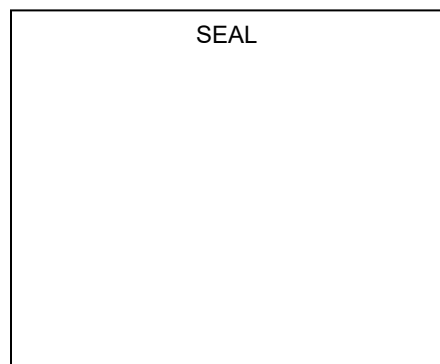
BOND ACKNOWLEDGMENT  
FOR  
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA            )  
  ) ss  
COUNTY OF                        )

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

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

\_\_\_\_\_  
Notary Public



## EXHIBIT 4

### INSURANCE REQUIREMENTS

#### 1.0 REQUIRED INSURANCE POLICIES

At its own expense, Contractor shall obtain, pay for, and maintain – and shall require each of its Subcontractors to obtain and maintain – for the duration of the Agreement, policies of insurance meeting the following requirements:

A. Workers' Compensation/Employer's Liability Insurance shall provide workers' compensation statutory benefits as required by law.

1. Employer's Liability insurance shall be in an amount not less than:
  - (a) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
  - (b) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
  - (c) ONE MILLION DOLLARS (\$1,000,000) policy limit.

B. Commercial General Liability ("CGL") (primary). City and its employees and agents shall be added as additional insureds, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee, representative or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

1. CGL insurance must not be written for less than the limits of liability specified as follows:
  - (a) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;
  - (b) ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal and advertising injury to any one person;
  - (c) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; and
  - (d) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit.
2. CGL insurance must include all major divisions of coverage and must cover:
  - (a) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);
  - (b) Independent Contractor's Protective;

- (c) Independent Contractors;
  - (d) Products and Completed Operations (maintain same limits as above until five (5) years after recordation of Notice of Completion);
  - (e) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
  - (f) Contractual Liability (including specified provision for Contractor's obligation under Article 11 of the General Conditions); and
  - (g) Broad Form Property Damage.
3. Umbrella or Excess Liability Insurance (over primary), if provided, shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. The policy shall have starting and ending dates concurrent with the underlying coverages. The Named Insured may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

C. Business Automobile Liability Insurance

1. Business Automobile Liability Insurance must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned. If Contractor does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Business Automobile Liability Insurance coverage amounts shall not be less than the following:
- (a) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
  - (b) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
  - (c) ONE MILLION DOLLARS (\$1,000,000) combined single limit.

2.0 GENERAL REQUIREMENTS—ALL POLICIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 5

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

CITY OF VERNON  
Public Works Department

Construction Stormwater Program

Permit Number: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Address: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

The National Pollutant Discharge Elimination System (NPDES) is a portion of the Clean Water Act that applies to the protection of receiving waters. Under permits from the Los Angeles Regional Water Quality Control Board (RWQCB), certain activities are subject to RWQCB enforcement. To meet the standards of the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watershed of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4 (CAS004001), the City of Vernon has adopted minimum standards for stormwater runoff from development construction activities.

These minimum standards require the implementation of an effective combination of erosion and sediment control Best Management Practices (BMPs) to prevent erosion and sediment loss, and the discharge of construction waste at each site. At a minimum, the construction activity associated with the construction project identified above shall be conducted in such a manner that:

- Prevents illicit construction-related discharges of pollutants into the MS4 and receiving waters.
- Implements and maintains structural and non-structural BMPs to reduce pollutants in stormwater runoff from construction sites.
- Reduces construction site discharges of pollutants to the MS4 to the maximum extent practicable.
- Prevents construction site discharges to the MS4 from causing or contributing to a violation of water quality standards.

Note: The Stormwater BMP Construction Handbook sheets developed by the California Stormwater Quality Association shall be used as guidance in determining and implementing required BMPs. The BMP sheets may be reviewed at the Public Works Department counter during regular business hours. A General Construction Permit shall be obtained and maintained for all construction sites one (1) acre or greater. Additional conditions may be required for these sites.

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

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

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

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

Property Owner: \_\_\_\_\_

EXHIBIT A6

Statement of Intent to Comply with Minimum Requirements of the California  
Covid-19 Industry Guidance: Construction

**CITY OF VERNON**  
Public Works Department

Project Address: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

The latest COVID-19 industry guidelines can be accessed at the following web address:

<https://www.dir.ca.gov/dosh/coronavirus/Guidance-by-Industry.html>

This document provides guidance for the construction industry to support a safe, clean environment for workers. The guidance is not intended to revoke or repeal any worker rights, either statutory, regulatory or collectively bargained, and is not exhaustive, as it does not include county health orders, nor is it a substitute for any existing safety and health-related regulatory requirements such as those of Cal/OSHA.1 Stay current on changes to public health guidance and state/local orders, as the COVID-19 situation continues. Cal/OSHA has more safety and health guidance on their Cal/OSHA COVID-19 Infection Prevention for Construction 2 Employers and Workers webpage. CDC has additional guidance for businesses and employers.

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

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

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

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

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

EXHIBIT B  
SPECIAL PROVISIONS  
SPECIFIC FOR THIS PROJECT

**EXHIBIT B – SPECIAL PROVISIONS**

**SPECIFIC FOR THIS PROJECT**

# Citywide Street Tree Wells

Contract No.CS-1456

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## A. General

### 1. Scope of Work

This project consists of the construction and installation of approximately one hundred and fifteen (115) Street Tree Wells along Soto Street and Fruitland Avenue in the City of Vernon per the attached Contract Sheet No. 01 (Plan Sheet) and City of Vernon's Standards MV 1891 attached as Exhibit D.

### 2. Contract Specifications

The details and the exact limits for the asphalt and concrete work in this project are shown on the City Contract No.CS-1456 sheet drawings, incorporated herein by this reference:

<u>Sheet No.</u>	<u>Plan No.</u>	<u>Description</u>
1	D2786	Citywide Street Tree Wells at Soto Street and Fruitland Avenue

### 3. Specifications

Installation and payment for all the work shall conform to the Standard Specifications for Public Works Construction (2021 Edition), State of California Department of Transportation (Caltrans) Standard Plans and Standard Specifications (2018 Edition), California Manual on Uniform Traffic Control Devices (2009 Edition), and the City of Vernon Standard Plans.

The Standard Specifications for Public Works Construction (2021 Edition) shall be referred to hereafter as the Standard Specifications. The Caltrans Standard Plans (2018 Edition) shall be referred to hereafter as the Caltrans Standard Plans. The California Manual on Traffic Control Devices (2009 Edition) shall be referred to hereafter as the "CA MUTCD".

### 4. Length of Contract

All work in this project shall be completed within **sixty (60) calendar days** as specified in the Bidder's Proposal.

### 5. Liquidated Damages

In accordance with Section 6-9 of the Standard Specifications, for each consecutive calendar day in excess of the time specified for completion of the work, as adjusted in accordance with Section 6-9 of the Standard Specifications, the Contractor shall pay to the agency, or have withheld from monies due it, the sum of two hundred and fifty dollars (\$250) per calendar day.

### 6. Delays and Extensions of time

The provisions of Section 6-4 entitled "Delays and Extensions of Time" of the Standard Specifications shall apply except as modified and supplemented below.

The second paragraph of subsection 6-4.1 is hereby deleted and the following paragraph shall be inserted in its place:

No extension of time will be granted for a delay caused by the inability of the Contractor to obtain materials, equipment and labor, except as authorized by the City's Project Manager. The length of contract time stipulated includes any time which may be required to obtain materials, equipment and labor, and the Contractor in submitting a bid shall be deemed to have ascertained the availability of materials, equipment and labor and considered same in his/her proposed construction schedule.

#### 7. Quality of Work

The provisions of Section 3 entitled "Control of the Work" of the Standard Specifications shall apply. In addition, any work deemed unacceptable by the City's Project Manager, whether a cause is determined or not shall be repaired or replaced by the Contractor at his/her expense.

#### 8. Unit Prices

All costs not covered by specific unit prices but required for a complete job in place, shall be included in the items most related to the work.

#### 9. Extra Work

In the event the City and the Contractor are unable to negotiate an agreed price for extra work, which is acceptable to both parties, payment shall be made based on time and materials as follows:

- Work by the Contractor: The following percentages shall be added to the Contractor's cost and shall constitute the markup for all overhead and profits:

1.	Labor	33%
2.	Materials	15%
3.	Equipment Rental	15%
4.	Other Items and Expenditures	15%
- Work by the Subcontractor: When all or any part of the extra work is performed by a subcontractor, the markup provided by the Contractor as mentioned above shall apply to the subcontractor's actual costs. A markup of 5% of the subcontracted portion of each extra work may be added for the Contractor.

#### 10. Compliance with Laws, Regulations, and Safe Practices

The Contractor shall perform all work in a safe, competent manner and in accordance with all federal, state, and local statutes, regulations, ordinances, rules, and governmental orders. The Contractor will be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply

continuously and not be limited to normal working hours. Inspection of the Contractor's performance by the City, its agents, or employees is not intended to include review of the adequacy of the Contractor's safety measures in or near the job site.

## B. Construction Phase Specifications

### 1. Scheduling of Work

The Contractor shall submit his/her work schedule to the City's Project Manager prior to the pre-construction meeting. The construction schedule shall show the sequence of work, critical path and estimated time for completion of each segment of work. This schedule must be reviewed and accepted by the City's Project Manager before the Contractor will be permitted to begin work. In addition, the Contractor shall submit a detailed schedule forecasting two weeks of work describing each day's work. This schedule shall be updated and submitted to the City every other Monday during the construction period. The Contractor shall give 48 hours' notice to the City's Project Manager prior to the start of the work.

### 2. Material Submittals

The Contractor shall provide all required submittals including, but not limited to the following:

- Shop drawings
- Materials and mix designs (submitted upon award of the contract for review and approval before the construction); and
- Truncated domes.

The "Notice to Proceed" will not be issued to the Contractor until all the submittals have been reviewed and approved by the City.

### 3. Weather Limitations

Placement operations shall not be performed during wet conditions or if rain or cold conditions (less than 45°F) are imminent or predicted to exist at any time. "Imminent or predicted" is defined as being forecasted within a 48-hour period on the National Weather Service Web Site <http://www.wrh.noaa.gov> for the most representative and nearest location listed where placement is to begin and end.

### 4. Construction Hours

Work shall occur Monday-Thursday between the hours of 7:00 am to 4:00 pm unless otherwise restricted by the type of work shown below:

- Asphalt work that requires a half or full street closure shall occur on Saturday and Sunday between the hours of 6:00 am to 5:00 pm.

### 5. Traffic Requirements

Before any partial or total closure of any street, the Contractor shall be required to obtain the approval of the City's Project Manager.

The Contractor shall comply with Sections 600 and 601 of the Standard Specifications and provide safe and continuous passage for pedestrian and vehicular traffic at all times. The Contractor shall provide and maintain all necessary flagmen, barricades, delineators, signs, flashers and any other safety equipment as set forth in the latest publication of the State of California, Division of Highways, Traffic Manual or as required by the City's Project Manager to ensure safe passage of traffic.

The following provisions shall apply unless otherwise directed by the City's Project Manager.

- The traffic control shall be in accordance with the California Manual of Temporary Traffic Controls (CA MUTCD, latest edition) handbook.
- The Contractor shall submit traffic channelization and detour plans to the City's Project Manager for approval at least fourteen (14) working days prior to commencement of work. Traffic control plans (previously approved by the City's Project Manager) shall be maintained within the construction zone for the duration of the construction.
- Traffic Control Work shall include all labor, materials, tools, equipment, transportation and incidentals necessary to maintain and control all vehicular and pedestrian traffic through the construction site. The cost of furnishing and maintaining traffic control during the construction including flagmen as necessary must be included in the various bid items, and no extra compensation will be paid to the Contractor.
- In addition to the requirements of the "CA MUTCD" handbook, the City's Project Manager may require fifteen (15) foot wide travel lanes, flatter traffic tapers, additional traffic control devices, barricading, and other signing in order to ensure driver awareness and safety in the construction area. Further, the Contractor shall provide Type II or Type III barricades with flashers and delineators at locations as determined by the City's Project Manager.
- Construction hours shall be pursuant to Section B4. Monday-Thursday; Contractor shall maintain at least one (1) through lane of traffic in each direction during the hours of 6:00 am - 8:00 am and 4:00 pm – 6:00 pm each day.
- The Contractor shall provide access to local businesses at all times unless otherwise approved by the City's Project Manager. This may include providing steel plates at some driveway approaches. Message boards shall be used for pre-construction warnings, lane closure/detour areas, and placed fourteen (14) calendar days in advance of the

closure/detour.

- The posting of "NO PARKING" signs within the construction limits is permitted with the approval of the City Engineer. "NO PARKING" signs shall contain a "TOW AWAY" warning. These signs shall be furnished and maintained by the Contractor and shall be of the type approved by the City's Project Manager. Each sign posted shall have the date and time indicating the duration of the "NO PARKING" prohibition printed clearly in a manner acceptable to the City's Project Manager. New signs shall be posted when changes occur in the parking prohibitions indicated on the previously posted signs. Signs must be posted at least seventy-two (72) hours in advance of construction or they are invalid. Signs shall not be attached to trees or taped to street light or traffic signal poles. Contractor shall only post "NO PARKING SIGNS" on one side of the street at a time unless otherwise approved by the City's Project Manager. The signs shall be effective for no more than five (5) working days and shall be removed within twenty-four (24) hours after the work is complete. If signs are not removed in a timely manner, the City's Project Manager may suspend all work until the signage requirement is corrected. All signs, lights and other warning devices used shall be in accordance with State of California Business and Transportation City Department of Public Works Manual of Warning Signs, Lights and Devices for Use in Performance of Work upon Highways.

#### 6. Maintaining Existing Traffic Signal System

In accordance with Sections 701-4 and 701-5.3 of the Standard Specifications, the existing traffic signals shall be in operation at all times.

#### 7. 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's Project Manager 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/her schedule as indicated on his/her 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.

#### 8. Notification of Utilities

The provisions of Section 402 entitled "Utilities" of the Standard Specifications shall apply. The Contractor shall contact the Underground Service Alert of Southern California (U.S.A.) at least three (3) working days in advance of the construction work.

#### 9. 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 the contract. Whenever, in the opinion of the City's Project Manager, a condition exists in which the Contractor has not taken sufficient precaution of public safety, protection of utilities, and/or protection of adjacent structures or property, the City's Project Manager will order the Contractor to provide a remedy for the condition. If the Contractor fails to act on the situation within a reasonable time period as determined by the City's Project Manager, or in the event of an emergency situation, the City's Project Manager may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the City's Project Manager, 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. Noise Restrictions

The Contractor may not operate certain power equipment, within a residential area or within a radius of five hundred (500) feet from a residential area, except during the following times:

- From 7:00 am to 4:00 pm, Monday through Thursday
- From 6:00 am to 5:00 pm on Saturday and Sunday

In addition, the noise level from the Contractor's operations shall not exceed eighty-five (85) dBA when measured within a one hundred (100) foot radius at any time.

#### 11. Construction Order of Work

Work shall be scheduled so as to lessen the impact upon businesses. All construction shall conform to the latest edition of the Standard Specifications and shall proceed in a smooth, efficient, timely and continuous manner. As such, once construction is started in a work area, the Contractor will be required to work continuously in that work area until construction has been completed and the work area is open and accessible to both vehicular and pedestrian traffic in a manner approved by the City's Project Manager before the next stage of work will be allowed to begin.

Once construction is started in a work area, the Contractor shall not withdraw manpower or equipment from that work area in order to start construction in another work area if doing so, in the opinion of the City's Project Manager, delays the completion of the work presently under construction.

The Contractor shall maintain continuous access to all residents and businesses within the project limits, including drive approaches, unless the Contractor has obtained the approval of the City's Project Manager to close either such access or drive approach.

No stockpiling of material and construction equipment on public streets or sidewalks will be permitted on this project unless approved by the City's Project Manager. Material and equipment placed on public streets, sidewalks and on the construction areas shall be used the same day.

#### 12. Character of Workers

If any subcontractor or person employed by the Contractor shall fail or refuse to carry out directions of the City's Project Manager or shall appear to the City's Project Manager to be incompetent or act in a disorderly or otherwise improper manner, he/she shall be immediately discharged from the project on the request of the City's Project Manager, and such person shall not be reemployed on the work. If said individual has an ownership interest in the contracting entity, the City's Project Manager will serve written notice upon the Contractor and the Surety providing the faithful performance bond, in accordance with Section 6-8, "Termination of the Contractor by Default" of the Standard Specifications, demanding complete and satisfactory compliance with the Contract.

#### 13. Examination of Site

The Contractor is required to examine the site and judge for themselves the location. Physical conditions, substructures and surroundings of the proposed work.

#### 14. Mobilization

The cost of all preparatory work and operations for the multiple movements of personnel, equipment, supplies, and incidentals to the project site must be included in the various bid items, and no extra compensation will be paid to the Contractor.

#### 15. Dust Control

Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling water, or other means as necessary when requested by the City. Failure of the Contractor to comply with the City's Project Manager cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation or extension of contract completion time will be allowed as a result of such suspension. The cost of furnishing and operating dust control during the construction project shall be included in the various bid items, and no extra compensation will be paid to the Contractor.

#### 16. Best Management Practices (BMP's)

The Contractor shall submit a copy of their Best Management Practices (BMPs) to the City Engineer for review ten (10) days prior to the beginning of any work.

The Contractor is hereby notified that specific construction practices in the Standard Specifications, Section 3-12.6.2, "Best Management Practices (BMPs)" are considered to be Best Management Practices. The Contractor shall implement and maintain such BMP's as are relevant to the work, and as are specifically required by the Plans or Special Provisions. The Contractor shall not commence activity until the BMP submittal has been reviewed and approved.

#### 17. Temporary Water Meter

If necessary, the Contractor shall obtain a temporary water meter from the City of Vernon Water Department by placing a deposit of \$1,000. Contractor shall pay for all water used. Contractor shall not relocate the service. The Contractor shall call the City of Vernon Water Department to relocate the service and will be charged fifty dollars (\$50.00) for each relocation.

#### 18. Cleaning of Site During Construction

During construction, all existing improvements, including pavement, sidewalk, curb and gutter, adjacent to the work area shall be swept free from soils, gravel, dirt or debris on a daily basis. The Contractor is responsible for maintaining all sidewalk, curb and gutter areas within the construction zone free from loose materials at all times.

#### 19. Sanitary Facilities

The Contractor shall furnish and maintain sufficient sanitary facilities by the worksites for the entire duration of construction activities. The cost of furnishing and maintaining sufficient sanitary facilities shall be included in the various bid items, and no extra compensation will be paid to the Contractor.

#### 20. Parkway Restoration

Parkway and lawn areas disturbed by construction and/or root removal operations shall be backfilled with material approved by the City's Project Manager, mechanically compacted to 90% of optimum density, and graded to join the adjacent improvements and parkway lawn areas. The parkway and lawn area shall be restored by sodding in accordance with Section 801-4.8 of the

Standard Specifications, and the irrigation system to match the adjacent parkway area. The payment for this work shall be included in the most appropriately related bid item.

#### 21. Root Shaving/Pruning

Where the sidewalk has been raised by an existing tree, interfering roots shall be shaved per the City's Project Manager direction. The shaving of the roots will be paid under the appropriate bid item. The cost of shaving the tree roots and backfilling with clean soil shall be included in the Prune/Root Shave bid unit price and no additional compensation shall be made to the Contractor therefor.

#### 22. Final Cleaning of Site and Restoration

The Contractor shall be responsible for cleaning and restoration of all damaged existing improvements such as sidewalk, driveway, curb and gutter, and private property at no cost to the City. The Contractor shall remove all loose aggregates by sweeping all the sidewalks and gutters. The cost of furnishing and operating such sweeping after the construction of the project must be included in the various bid items, and no extra compensation will be paid to the Contractor.

#### 23. Contractor Responsibility

The Contractor shall be responsible for the final product and shall make any quality control, adjustments and corrections necessary to obtain the final product accepted by the City's Project Manager. The Contractor shall perform process and quality control sampling and testing and exercise management control the work of his/her subcontractors, technicians and workers to ensure that the milling, transporting, spreading, compaction, and finishing processes conform to these Specifications. The City's Project Manager 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's Project Manager on a daily basis.

### C. Material Specifications

#### 1. Unclassified Excavation

This section shall conform to Section 300-2 of the Standard Specifications and these Special Provisions. The cost for unclassified excavation shall be included in the unclassified excavation bid item unit price and no additional compensation to the Contractor shall be made therefor. Cost for unclassified fill if any, re-grading and re-compaction shall be included in the unit price paid for the unclassified excavation for the said areas and no additional payment will be allowed therefor.

#### 2. Saw-cutting

A concrete saw shall, where practicable, be used to neatly saw the edge of all existing concrete sidewalk, curb, gutter, and/or drive apron to be removed. The residue resulting from the saw-cutting operations shall not be permitted to flow beyond the specific work location and shall be vacuumed concurrently with the operation.

Payment for saw-cutting concrete and asphalt pavement, concrete spandrel, drive aprons, curb, gutter or sidewalk shall be included in the unit bid prices of the various related items as specified in the Bidder's Proposal and no additional compensation for this work shall be made therefor. **All work shall conform to applicable provisions of the Standard Specifications.**

### 3. Concrete Improvements

#### a. General

The construction of concrete improvements shall consist of removal and disposal of concrete, asphalt concrete pavement, debris, native soil, and construction of concrete curb ramps and sidewalks according to the City of Vernon Plans. All concrete work shall be formed according to City of Vernon Standards. No wild pouring allowed. All concrete classifications are according to Standard Specification, Section 201.

#### b. Concrete Sidewalk

Concrete sidewalk and walkway shall be constructed according to the City of Vernon Standard Plan No. PV582. Saw-cut, removal, and dispose existing concrete, asphalt concrete, and/or soil to nearest score line or as painted by the City's Project Manager. Sidewalk shall be measured and paid under the concrete sidewalk unit bid item including subgrade preparations, forming, finishing, and all incidentals. The cost for the removal and replacement of the concrete sidewalk shall be included in the sidewalk bid item unit price and no additional compensation to the Contractor shall be made therefor. The locations of the sidewalk replacement areas are shown on the Contract plans. The Contractor shall meet with the City's Project Manager to confirm all sidewalk replacement locations before any demolition takes place.

#### c. Concrete Curb and Gutter

Concrete Curb and Gutter shall be constructed according to the City of Vernon Standard Plan No. PV582. New concrete curb & gutter shall be doweled with #4 rebar into existing concrete curb & gutter when length is less than 25'. Unless otherwise indicated on plans or instructed by the City's Project Manager, the concrete curb face shall be 8" high and the gutter shall be 2' wide. The cost for the removal & repaving of the 2' wide asphalt pavement depth along the removed concrete curb or gutter for forming shall be included in the various bid items and no extra compensation will be paid to the Contractor.

#### d. Street Tree Wells

The street tree well including tree well appurtenances, curb inlet and local depression shall be constructed according to the City of Vernon's Standards MV 1891. The City shall mark the location and limits of each tree well in the field and the Contractor shall verify that the street conditions will satisfy with required grades. The contractor shall verify the required work to complete each new tree well including but limited to the cost of the removal, disposal, planting of tree, construction of curb inlet, local depression, sidewalk and installation of tree grate. The cost of the grate frame, backfill, re-compaction, tree and all

of the above work for the proposed tree well shall be included in the street tree well unit bid price and no additional compensation to the Contractor shall be made therefor.

e. Concrete Joints and Keyways

Longitudinal joints shall coincide with traffic lanes unless otherwise approved by the City's Project Manager. Construction of keyways and tie bars shall be per the Standard Plan for Public Works Construction Standard Plan No. 134-3 and placed at every cold joint in the concrete slab/pavement or as directed by the City's Project Manager.

4. Full Depth Asphalt Removal

a. General

Shall be in accordance with Section 401-2 of the Standard Specifications. Contractor shall remove entire asphalt section without disturbing or introducing any subgrade materials to the asphalt millings.

b. Subgrade and Surface Preparation

Prior to placing new pavement the subgrade soils/base shall be properly prepared, moisture treated and compacted to a minimum of 95 percent relative compaction based upon ASTM D 1557 so as to create an evenly graded, unyielding surface. If the new pavement is to be placed on an existing milled pavement surface it shall be verified that the milled surface is firm and unyielding and there are no subgrade failure areas beneath the milled surface that might compromise the integrity of the new pavement. When new pavement is placed on a milled surface or adjacent to structures such as curbs, concrete gutters, planters, etc.; these contact surfaces shall be swept of all loose material to create a dry clean surface. A tack coat of SS-1h emulsion, emulsified recycling agent or equivalent (0.05 gallon per square yard minimum) shall be applied to all surface areas prior to placing the new pavement. New pavement is not recommended as a direct overlay on existing asphalt pavement without first milling the underlying pavement to aid in bonding and to prevent slippage.

5. New Asphalt Concrete Paving

a. General

Asphalt concrete base paving material for this project shall be Class C2 PG 70-10 per the specifications below. The asphalt concrete material shall include the following:

- Fractured faces of crushed rock shall conform to Standard Specifications 200-1.2.
- Recycled Asphalt Concrete shall not be allowed in new asphalt concrete mix.
- Minimum air void shall be 4% per Standard Specifications 203-6.4.4.

The Contractor shall inform the City of the name and location of the asphalt plant that will furnish asphalt concrete to the job sites. The City will schedule plant inspection on paving days for quality control. The City will reject asphalt concrete load shipments from any other plants.

The Contractor shall establish designated asphalt truck routes and staging areas and shall communicate these routes and areas to truck drivers prior to the arrival at the job site. The City shall approve this plan five (5) days prior to paving.

The Contractor shall place diesel fuel on top of all manholes, valves and monument covers immediately before the final asphalt pavement overlay. Feather joint edges shall be made along straight lines by hand raking out all heavy aggregates prior to rolling to produce a smooth uniform surface. Compacted edge along gutter shall be flush.

No traffic shall be allowed on paved surfaces for a minimum of two hours after paving unless approved by the City. Contractor shall remove all tracked asphalt materials from concrete surfaces. No asphalt trucks shall utilize existing driveways for turn around.

Paving operations at the end of each day or night shall leave no joints parallel to the direction of traffic. Joints perpendicular to the direction of traffic shall be ramped with temporary asphalt concrete. The ramping shall be removed prior to paving.

b. Latex Additive

This work shall consist of adding a 2% latex rubber additive to the asphalt concrete mix for the final two inches (2") thick surface overlay shall be Class C2-PG 70-10 in accordance with the following provisions and the Standard Specifications Section 302-5:

- Latex rubber shall be water based emulsified suspension of Styrene/Butadiene Rubber in liquid form.
- Latex rubber, amounting to two percent (2%) by weight of the asphalt cement, shall be added at the pug mill with the asphalt cement during the mixing cycle.
- The Contractor shall submit the mix design to the City's Project Manager for approval prior to use.
- Latex rubber may be added to the mixture in any method that will assure uniform distribution, accurate measurement of quantity of latex introduced. The latex shall be introduced to the mix at the same time as the introduction of asphalt.
- The wet mixing cycle shall be fifty (50) seconds.

Payment for Latex Rubber additive shall be included in the unit price for Asphalt Concrete Pavement with Latex and no extra compensation will be paid to the Contractor.

c. Tack Coat Application

A tack coat of SS-1h shall be applied at the rate of 0.10 gallons per square yard to all uniform thickness cold planed areas. The surface shall be free of water, foreign material, or dust when the tack coat is applied. A similar tack coat shall be applied to the surface of any course, if the surface is such that a satisfactory bond cannot be obtained between it and a succeeding course. The cost of furnishing and applying tack coat SS-1h must be

included in the paving operation, and no extra compensation will be paid to the Contractor.

The Contractor shall make all necessary efforts to minimize the tracking of the fresh oil on the existing improvements such as sidewalks, driveways, curb and gutters, private property, etc. Under no circumstance will the tack-coat truck spray the roadway more than 200 feet ahead of the paving machine. No trucks shall utilize existing driveways for turn around. All maneuvering shall take place on the streets. Contractor will be responsible for such cleaning and restoration as needed.

d. Field Testing

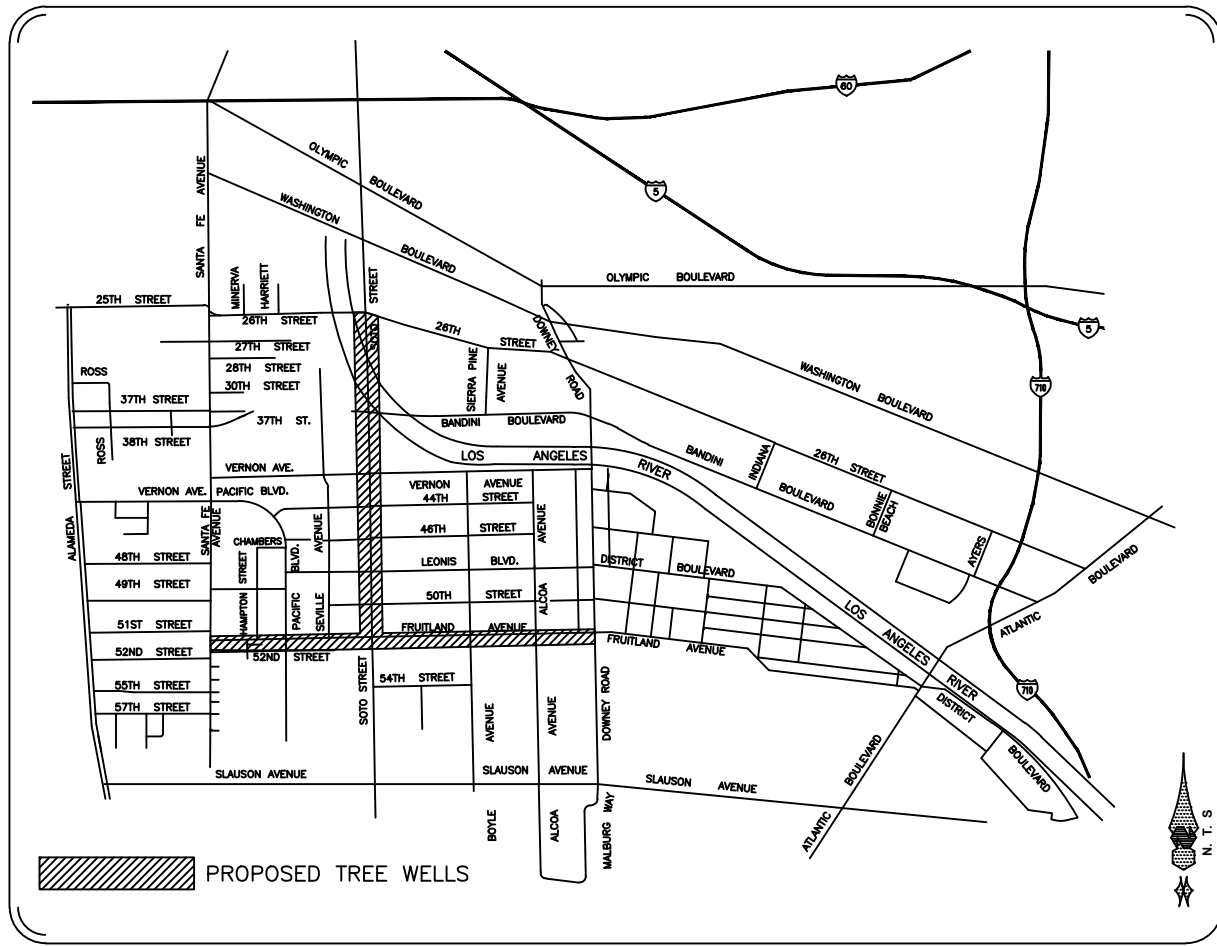
The crushed miscellaneous base material shall be compacted to a relative compaction of ninety-five percent (95%). All trenches and sub-grade below six inches (6") shall be compacted to a relative compaction of ninety percent (90%).

The asphalt concrete pavement compaction after rolling shall also be ninety-five percent (95%). The City shall test for the field density of the compacted asphalt concrete by using a properly calibrated nuclear asphalt-testing device.

The Contractor shall notify the City 48 hours in advance when to schedule field relative compaction tests. Failed compaction test areas shall be immediately removed and replaced at Contractor's expense.



CITY OF VERNON  
PUBLIC WORKS DEPARTMENT  
CITYWIDE STREET TREE WELLS  
CONTRACT NO. CS-1456



VICINITY MAP

GENERAL CONSTRUCTION NOTES:

1. THE CONSTRUCTION SHALL COMPLY WITH THE 2021 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION – SOUTHERN CALIFORNIA CHAPTERS OF THE AMERICAN PUBLIC WORKS ASSOCIATION AND ASSOCIATED GENERAL CONTRACTORS OF AMERICA.
2. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE WITH THE SITES AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT THESE FACILITIES ARE SHOWN ON THESE PLANS.
3. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE DIG ALERT AT 811 2 DAYS PRIOR TO ANY DIGGING.
4. THE CONTRACTOR SHALL NOTIFY THE CITY OF VERNON DEPARTMENT OF PUBLIC WORKS AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF WORK. PHONE NO. (323) 583-8811.
5. THE CONTRACTOR SHALL PROVIDE CONSTRUCTION SURVEYING AND STAKING SERVICES AS NEEDED AT NO EXTRA COST TO THE CITY.
6. CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH UTILITY OWNERS AND RAILROAD COMPANIES.
7. THE CITY WILL PERFORM COMPACTION TESTS. ANY FAILED TESTS SHALL BE PAID FOR BY THE CONTRACTOR.
8. NO CONCRETE SHALL BE POURED UNTIL THE FORMS, COMPACTION AND ANY REINFORCING STEEL ARE PLACED, INSPECTED, AND APPROVED. ALL CONCRETE REMOVAL SHALL BE SAWCUT AT JOINS.
9. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING AND MAINTAINING ALL TRAFFIC CONTROLS AND SIGNS DURING THE ENTIRE PROJECT.
10. AN ENCROACHMENT PERMIT SHALL BE OBTAINED FROM THE CITY OF VERNON PUBLIC WORKS DEPARTMENT PRIOR TO ANY ENCROACHMENT OR CONSTRUCTION WITHIN A CITY OF VERNON RIGHT OF WAY.
11. CONTRACTOR SHALL OBTAIN A DOSH PERMIT IF ANY TRENCH OR DIGS DEEPER THAN 5 FEET IS REQUIRED.
12. ALL DAMAGED INFRASTRUCTURE SHALL BE REPLACED BY THE CONTRACTOR AT ITS OWN COST.

VERNON STANDARDS

- PV582 STANDARD SIDEWALK,  
CURB & GUTTER  
PV2133 OFFSET REQUIREMENTS  
MV1893 STANDARD TREE PLANTING

STANDARD SYMBOLS

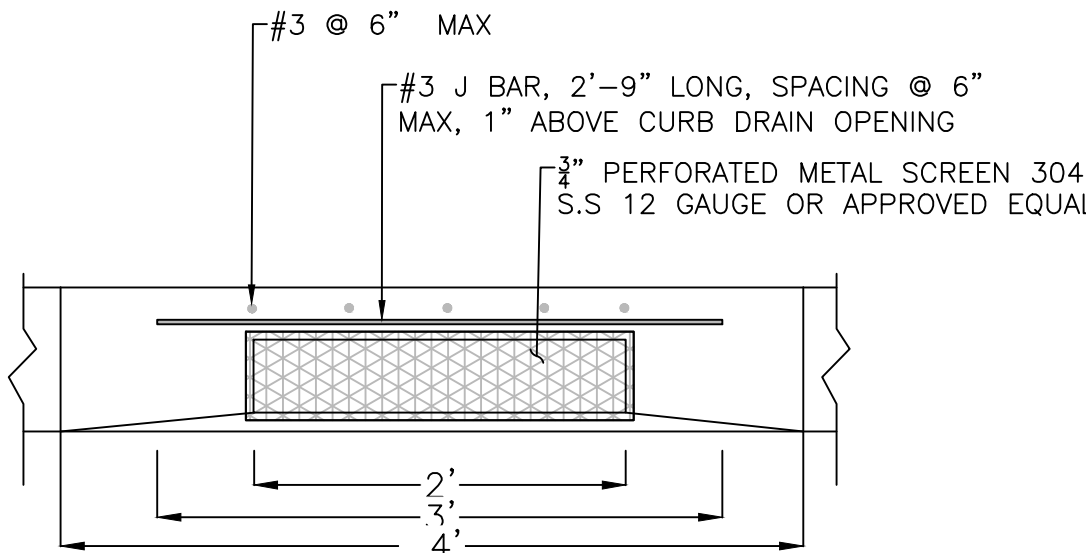
- ▨ = GRATE  
⊗ = TREE  
▨ = CURB INLET

ADDITIONAL NOTES:

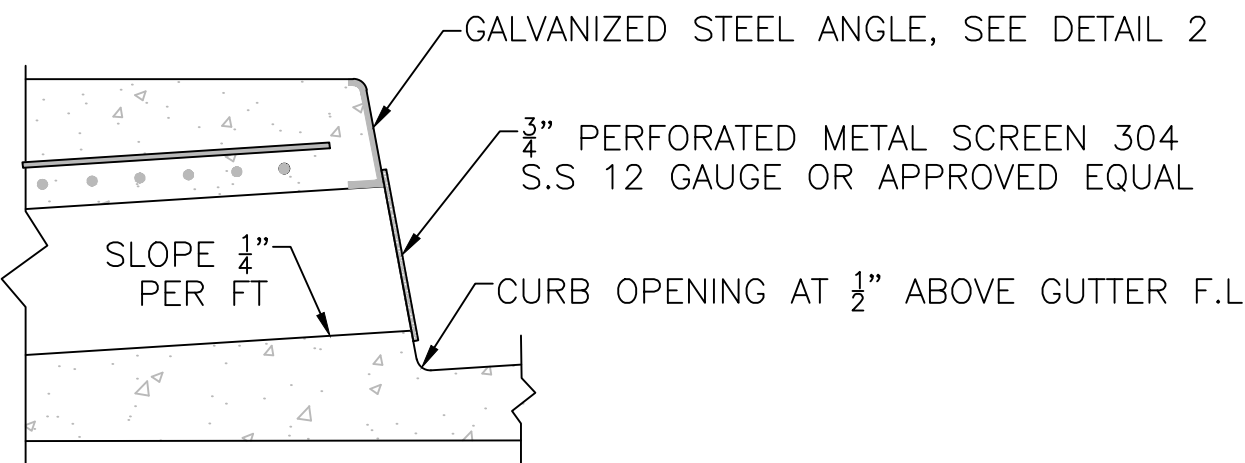
1. TREE WELLS SHALL BE CONSTRUCTED AT VARIOUS LOCATIONS ON SOTO STREET AND FRUITLAND AVENUE. EXACT LOCATIONS SHALL COMPLY WITH CITY OF VERNON STANDARD OFFSITE REQUIREMENTS STANDARD PV 2133 AND THE FOLLOWING CONDITIONS:
  - 25' MIN. FROM B.C.R. AT INTERSECTIONS.
  - 25' MIN. FROM EDGE OF DRIVE APPROACH.
  - 10' MIN. FROM UTILITY AND SEWER LINES.
  - 21' MIN. FROM STREET LIGHT STANDARDS.
  - 15' MIN. FROM POWER POLES.
  - 10' MIN. FROM FIRE HYDRANTS.
2. TREE TYPE SHALL BE CRAPE MYRTLE OR APPROVED BY CITY ENGINEER.
3. TREE GRATE SHALL BE RELIANCE FOUNDRY R-8707 BOULEVARD TREE GRATE OR APPROVED EQUAL.
4. TREE SHALL BE IN 24" X 24" BOX AND HAVE MINIMUM DIMENSIONS OF 8 FT HIGH, 3 FT WIDE AT THE HEAD AND A TRUNK OF 2 INCHES.
5. ONE YEAR WARRANTY FOR LOSS OR DAMAGE REQUIRED.
6. FLOOR OF CURB INLET TO BE TROWELED SMOOTH.
7. THE HEADED STEEL STUD  $\frac{3}{8}$ "X6  $\frac{3}{8}$ " WITH HEAD D=1" ATTACHED BY A FULL PENETRATION BUTT WELD MAY BE USED AS AN ALTERNATE ANCHOR.
8. THE 3" LEG OF THE INTERIOR ANCHORS SHALL BE PARALLEL TO THE TOP OF THE SIDEWALK.
9. LOCAL DEPRESSION SHALL BE 2  $\frac{1}{2}$ " FOR AN EXISTING 6" CF OR  $\frac{1}{2}$ " FOR AN EXISTING 8" CF.

STREET CONSTRUCTION NOTES:

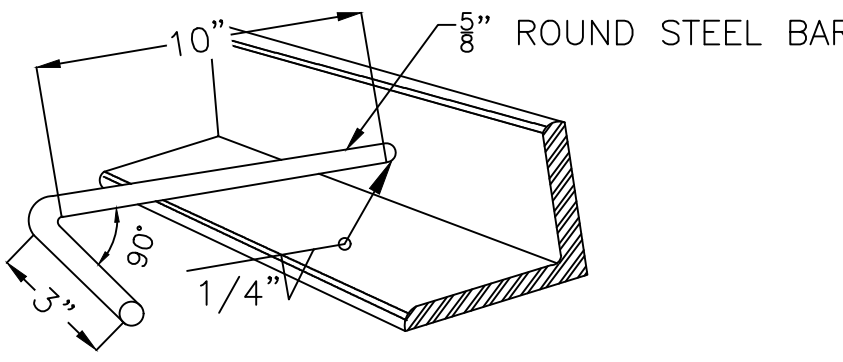
- 1—REMOVE AND RECONSTRUCT CURB & GUTTER PER CITY OF VERNON STANDARD PV 582.
- 2—CONSTRUCT 2 1/2" OR 1/2" LOCAL DEPRESSION FOR 6" OR 8" CF, RESPECTIVELY.
- 3—CONSTRUCT 48"X48" TREE WELL PER CITY OF VERNON STANDARD PLAN MV 1821
- 4—REMOVE AND RECONSTRUCT SIDEWALK PANEL PER CITY OF VERNON STANDARD PV 582
- 5—FURNISH AND PLANT CRAPE MYRTLE TREE PER PROVIDER RECOMMENDATIONS



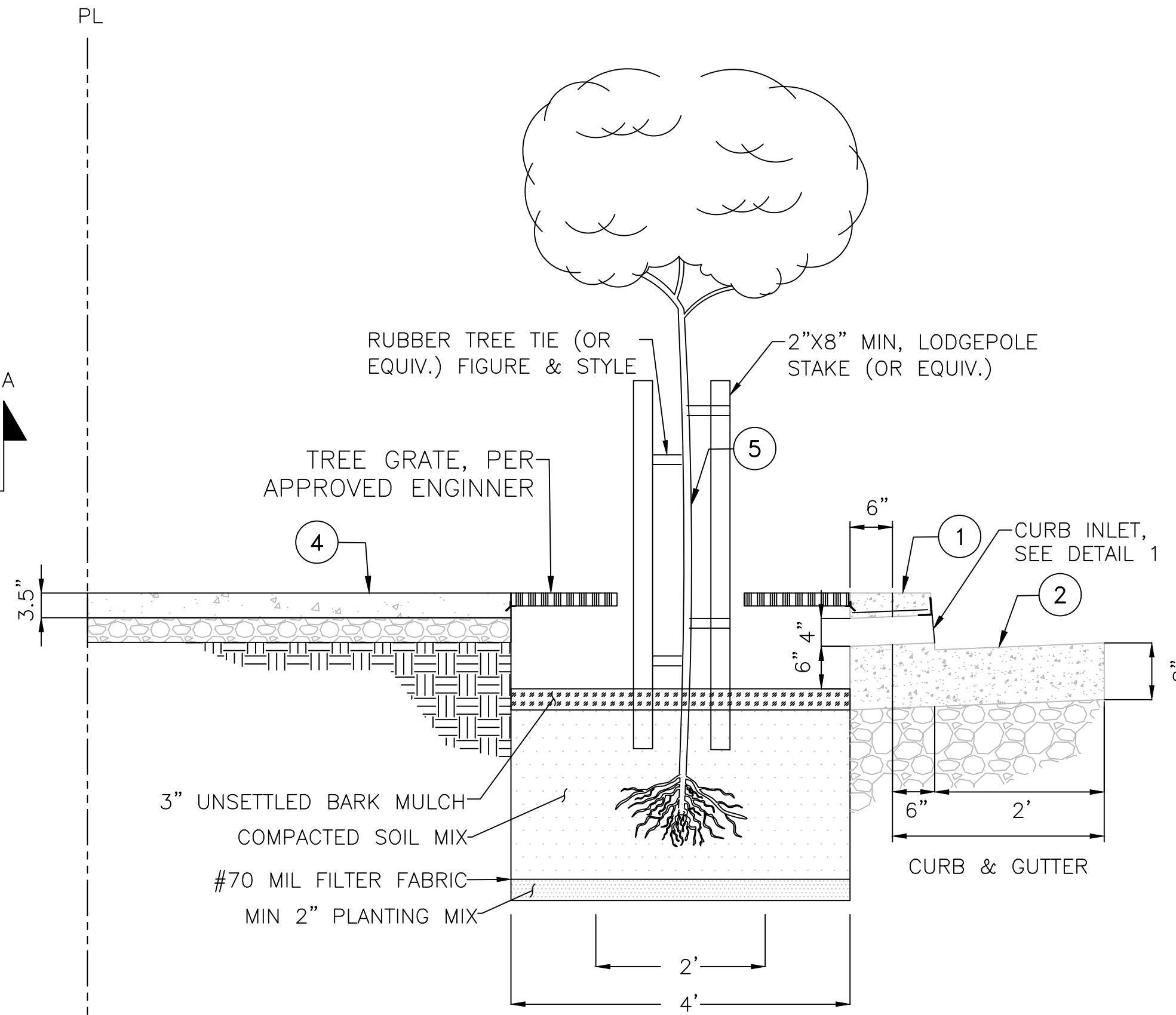
SECTION B-B



DETAIL 1



DETAIL 2



SECTION A-A

NOTICE TO CONTRACTOR

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

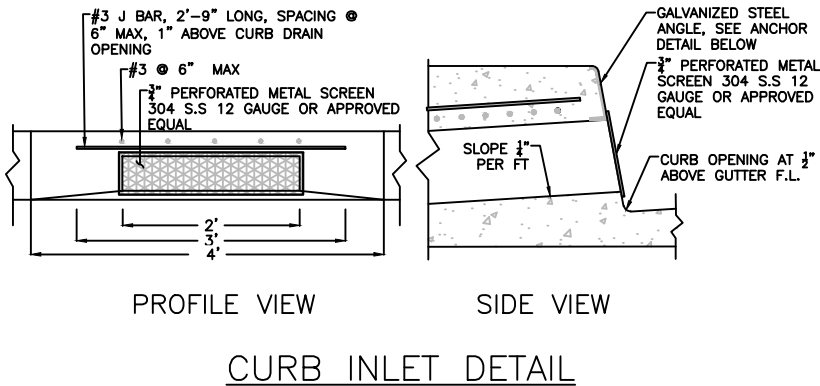
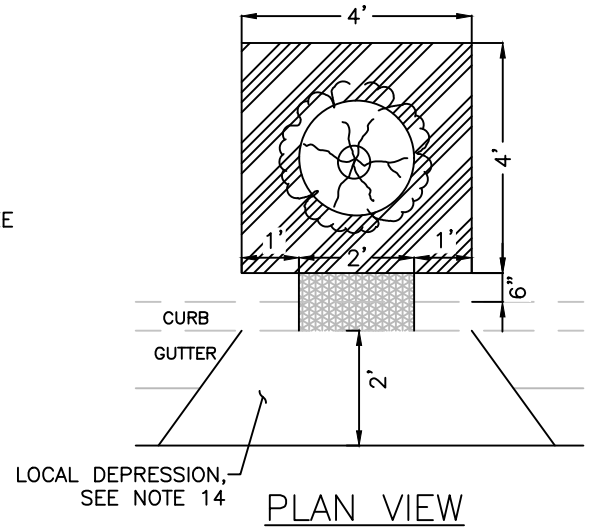
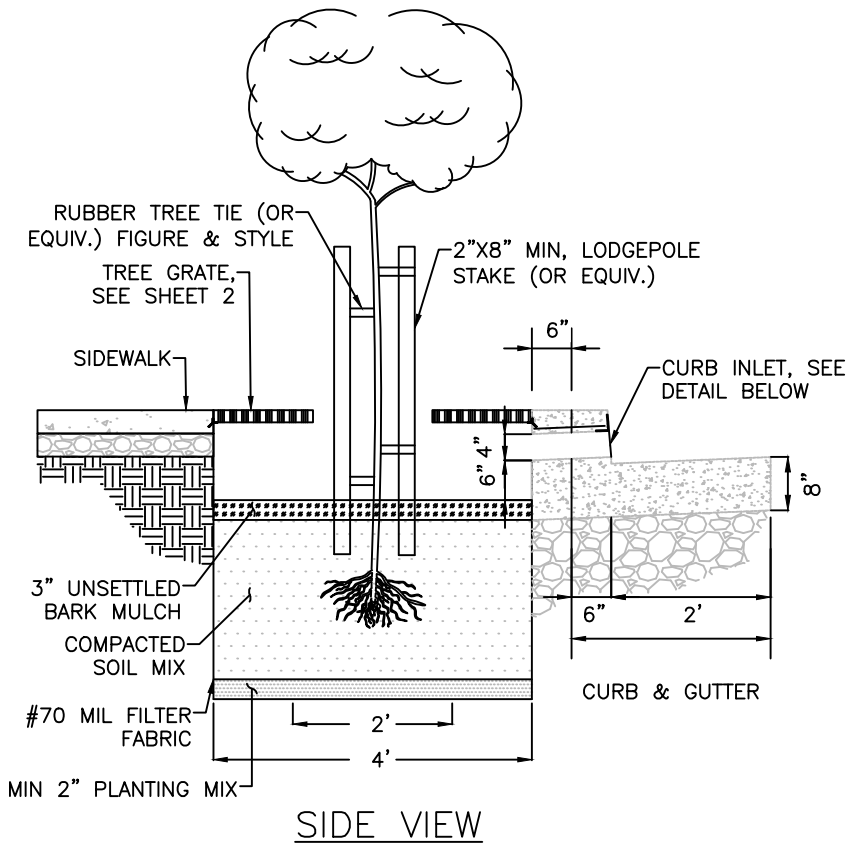


DESIGNED: BELTRAN	APPROVED:	CITY OF VERNON ENGINEERING DEPARTMENT	CONTRACT No. CS-1456	TREE WELLS
DRAWN: BELTRAN	CIVIL ENGINEER	CITYWIDE STREET TREE WELLS		SHEET 1 OF 1
CHECKED: WALL	No. 56356			D2786
REVIEWED: WALL	DATE:			

EXHIBIT C  
EQUAL EMPLOYMENT OPPORTUNITY  
PRACTICES PROVISIONS

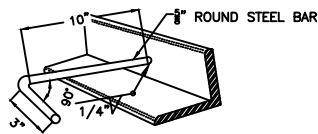
- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

EXHIBIT D  
CITY STANDARD PLANS  
SPECIFIC FOR THIS PROJECT



## NOTES:

1. TREE TYPE SHALL BE APPROVED BY CITY ENGINEER.
2. TREE SHALL BE IN 24" X 24" BOX AND HAVE MINIMUM DIMENSIONS OF 8 FT HIGH, 3 FT WIDE AT THE HEAD AND A TRUNK OF 2 INCHES.
3. TREE SPACING 50' OR PER CITY ENGINEERS DIRECTION.
4. PLANT 25' MIN. FROM B.C.R. AT INTERSECTIONS.
5. PLANT 25' MIN. FROM EDGE OF DRIVE APPROACH.
6. PLANT 10' MIN. FROM UTILITY AND SEWER LINES.
7. PLANT 21' MIN. FROM STREET LIGHT STANDARDS.
8. PLANT 15' MIN. FROM POWER POLES.
9. PLANT 10' MIN. FROM FIRE. HYDRANTS.
10. ONE YEAR WARRANTY FOR LOSS OR DAMAGE REQUIRED.
11. FLOOR OF BOX TO BE TROWELED SMOOTH.
12. THE HEADED STEEL STUD  $\frac{5}{8}$ "X6  $\frac{3}{8}$ " WITH HEAD D=1" ATTACHED BY A FULL PENETRATION BUTT WELD MAY BE USED AS AN ALTERNATE ANCHOR.
13. THE 3" LEG OF THE INTERIOR ANCHORS SHALL BE PARALLEL TO THE TOP OF THE SIDEWALK.
14. LOCAL DEPRESSION SHALL BE 2  $\frac{1}{2}$ " FOR AN EXISTING 6" CF OR  $\frac{1}{2}$ " FOR AN EXISTING 8" CF.

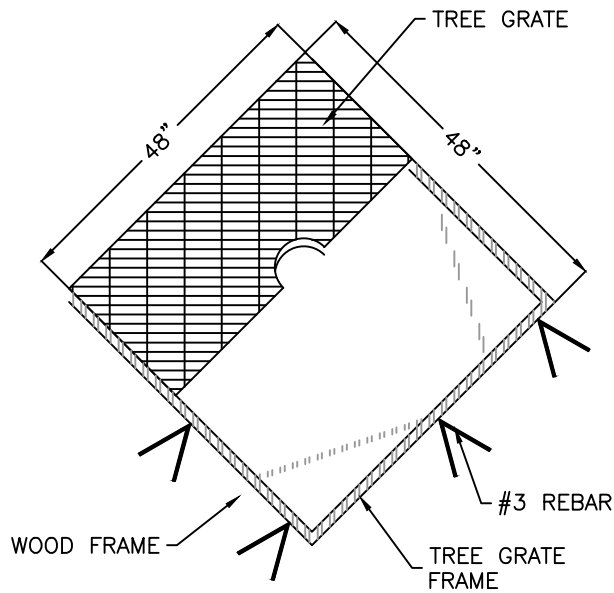


DETAIL OF ANCHOR  
(SEE NOTES 12 & 13)

REVISIONS		
DATE	DESCRIPTION	INITIALS
9/17/18	REDESIGNED	MB
11/28/18	UPDATED	MB
2/16/22	UPDATED	AE
05/10/22	UPDATED	MB
6/23/22	UPDATED	MB

**STANDARD TREE  
PLANTING**  
CITY OF VERNON, PUBLIC WORKS DEPARTMENT  
JUNE 2022

STANDARD PLAN  
**MV 1891**  
1 OF 2



## TREE GRATE INSTALLATION DETAIL

### INSTALLATION PROCEDURE:

1. PLACE WOOD FRAME WITHIN EXCAVATION.
2. FORM OUTSIDE DIMENSION SHALL BE 45.75" X 45.75"
3. FRAME SHALL BE ASSEMBLED PER MANUFACTURER'S INSTRUCTIONS. COUNTERSUNK FLATHEAD SCREWS MUST BE VANDAL RESISTANT AND SHALL BE TIGHTENED SO THEY ARE FLUSH OR BELOW THE BEARING SURFACE OF THE FRAME.
4. PLACE FRAME ON WOOD FORM AND TREE GRATE WITHIN THE FRAME. SEAT FRAME MUST BE CLEANED PRIOR TO SETTING THE GRATE.
5. GRATES, FRAMES AND FORM SHALL BE WIRED TOGETHER.
6. INSTALL #3 REBAR THROUGH LUGS ON FRAME AND SUPPORT AS REQUIRED.

### NOTES:

1. TREE WELL SHALL HAVE THE SAME SLOPE AS SURROUNDING SIDEWALK.
2. TREE GRATE SHALL BE RELIANCE FOUNDRY R-8708 FOR A 48"X48" TREE WELL OR APPROVED EQUAL.
3. OPENINGS IN TREE GRATE SHALL BE ADA COMPLIANT.

REVISIONS		
DATE	DESCRIPTION	INITIALS
9/17/18	REDESIGNED	MB
11/28/18	UPDATED	MB
2/16/22	UPDATED	AE
6/23/22	UPDATED	MB

**STANDARD TREE  
PLANTING**  
CITY OF VERNON, PUBLIC WORKS DEPARTMENT  
JUNE 2022

STANDARD PLAN  
**MV 1891**  
2 OF 2

**NOTICE INVITING BIDS**  
**for**  
**Citywide Street Tree Wells, City Contract No. CS-1456**  
**in the**  
**City of Vernon, California**

Bids are to be signed and submitted in TRIPLICATE. ONE ORIGINAL AND TWO COPIES of sealed bids must be received prior to **2:00 p.m., on September 13, 2022**, by the City Clerk, City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058, (“Bid Deadline”).

**All bids shall be enclosed in sealed envelopes, distinctly marked “Bid” with the title of the bid and the bidder’s name address appearing on the outside.**

Bids should be mailed or delivered in person before **2:00 p.m.** on the Bid Deadline. **LATE SUBMITTALS WILL NOT BE ACCEPTED.** Bids must be received in the City Clerk’s Office before that time. ***Bids will be opened in the City Clerk’s Office at 2:00 p.m., on September 13, 2022.*** At the bid opening, the City Clerk shall open bid packages and acknowledge the receipt of Bids. Once all bid packages are opened and announced, the Bid Forms will be made available for public review.

The bids shall be clearly titled. Copies of the Bid Documents, Plans and Specifications are available at no charge at [cityofvernon.org.planetbids](http://cityofvernon.org.planetbids)

**Pre-Bid Meeting:**

A pre-bid meeting to answer any questions regarding the project plans and specifications is scheduled for September 7, 2022 at 10:00 am in the Public Works Department, 4305 Santa Fe Avenue, Vernon, California. This meeting is to answer any questions regarding the project plans and specifications.

**Attendees must adhere to the State and local guidelines regarding COVID-19, including applicable industry guidelines for construction sites. Attendance is not mandatory.**

**City of Vernon Contact Person:** Public Works Department  
Attention: Lissette Melendez, Project Engineer  
Phone: (323) 583-8811 ext. 246  
Email: [lmelendez@cityofvernon.org](mailto:lmelendez@cityofvernon.org)  
Attention: Andrew Eguia, Engineering Aide  
Phone: (323) 583-8811 ext. 294  
Email: [aeguia@cityofvernon.org](mailto:aeguia@cityofvernon.org)

**Mandatory Qualifications for Bidder and Designated Subcontractors:**

A Bid may be rejected as non-responsive if the Bidder fails to meet the essential requirements for qualification.

**General Scope of Work:**

Contractor shall furnish labor, materials, equipment, services, and specialized skills to perform work involved in the Project. The Work in the Bid is defined in the Project Drawings and Specifications and will generally include the following:

The project consists of the construction and installation of Street Tree Wells per the Contract Sheet No. 01 (Plan Sheet) attached to the Special Provisions and City of Vernon's Standards MV 1891 attached as Exhibit D.

The work shall be done in accordance with City Contract No. CS-1456. In the event of any conflicts, refer to the Procedure of Contract Documents" contained in General Conditions, Section 1.10.

**Mandatory Qualifications for Bidder and Designated Subcontractors:**

A Bid may be rejected as non-responsive if the Bid fails to document that Bidder meets the essential requirements for qualification. As part of the Bidder's Statement of Qualifications, each Bid must establish that:

Bidder satisfactorily completed at least three (3) prevailing wage public contracts in California; each comparable in scope and scale to this Project, within three (3) years prior to the Bid Deadline and with a dollar value in excess of the Bid submitted for this Project.

**Other Bidding Information:**

1. Contract Time: This Work must be completed within 60 calendar days from the date of commencement as established by the City's written Notice to Proceed.
2. Amount of Liquidated Damages: \$250 per calendar day.
3. Bidding Documents. Bids must be made on the Proposal Form contained herein.
4. Engineer's Estimate. An Engineer's Estimate of the cost of construction of this Work has been prepared. Said estimate is in the range of \$650,000 to \$700,000.
5. Acceptance or Rejection of Bids. The City reserves the right to reject any and all bids, to award all or any individual part/item of the bid, and to waive any informalities, irregularities or technical defects in such bids and determine the lowest responsible bidder, whichever may be in the best interests of the City. No late bids will be accepted, nor will any oral, facsimile or electronic bids be accepted by the City.
6. Contractor's License. At the time of the Bid Deadline and at all times during performance of the Work, including full completion of all corrective work during the Correction Period, Contractor must possess a California contractor's license or licenses, current and active,

of the classification required for the Work, in accordance with the provisions of Chapter 9, Division 3, Section 7000 et seq. of the Business and Professions Code. In compliance with Public Contract Code Section 3300, the City has determined that the Bidder must possess the following license(s): Class A, General Engineering Contractor License from the California License Board. The Bidder will not receive a Contract award if at the time of submitting the bid, the Bidder is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active. If the City discovers at the time of the Bid Deadline that Contractor is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active, the City may reject the Bid, cancel the award, declare the Bid Bond as forfeited, keep the Bid Bond's proceeds, and exercise any one or more of the remedies in the Contract Documents in addition to those provided by law.

7. Subcontractors' Licenses and Listing. Bidders must list each Subcontractor whom the Bidder must disclose under Public Contract Code Section 4104 (Subcontractor Listing Law), and the Bidder must provide all of the Subcontractor information that Section 4104 requires (name, address, license number, and portion of the Work). An inadvertent error in the license number will not be considered nonresponsive if it is corrected within 24 hours after the bid opening. In addition, the City requires the Bidder to list the dollar value of each Subcontractor's labor or services. The City reserves the right to review and disqualify any proposed Subcontractor. The City's disqualification of a Subcontractor does not disqualify a Bidder. In such case, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor— without an adjustment of the Bid Amount. At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor's license must be current and active for the portion of the Work listed and shall hold all specialty certifications required for such Work.

8. Permits, Inspections, Plan Checks, Governmental Approvals, Utility Fees and Similar Authorizations.

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.

9. Bid Forms and Security: Each Bid must be made on the Bid Forms obtainable at the Public Works Department. Each Bid shall be accompanied by a cashier's check or certified check drawn on a solvent bank, payable to "City of Vernon," for an amount equal to ten percent (10%) of the total maximum amount of the Bid. Alternatively, a satisfactory corporate surety Bid Bond for an amount equal to ten percent (10%) of the total maximum amount of the Bid may accompany the Bid. Said security shall serve as a guarantee that the successful Bidder will, within fifteen (15) calendar days after the date of the award of the contract, enter into a valid contract with the City for said Work in accordance with the Contract Documents.

12. Bid Irrevocability. Bids shall remain open and valid for ninety (90) calendar days after the Bid Deadline.

13. Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of securities for withheld funds is permitted in accordance therewith.

14. Prevailing Wages. This Project is a "public work" as defined in California Labor Code Section 1720. Contractor awarded this Contract and all Subcontractors of any tier shall not pay

less than the minimum prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Work. The Director of Industrial Relations of the State of California, pursuant to the California Labor Code, and the rates determined by the California Director of Industrial Relations are available online at [www.dir.ca.gov/DLSR/PWD/](http://www.dir.ca.gov/DLSR/PWD/).

15. Payroll Records. Pursuant to SB 854, Contractor and any Subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

16. Registration with the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

Carlos Fandino  
City Administrator

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

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

**City of Vernon**  
**Instructions for Bidders**  
**Project: Citywide Street Tree Wells, Contract No. CS-1456**  
**for the Department of Public Works**

City personnel with whom prospective bidders will deal with are:

Lissette Melendez, Project Engineer, Public Works Department, 4305 Santa Fe Avenue, Vernon, CA 90058 (323) 583-8811 Ext. 246.

Andrew Eguia, Engineering Aide, Public Works Department, 4305 Santa Fe Avenue, Vernon, CA 90058 (323) 583-8811 Ext. 294.

Bid opening date and time: September 13, 2022, at 2:00 p.m. (“Bid Deadline”)

Bids will be received and opened at the Office of the City Clerk, 4305 Santa Fe Avenue, Vernon, CA 90058

The bid must be received by the City Clerk prior to the time set for bid opening. A bid received by the City Clerk after the time set for the bid opening is a non-responsive bid and shall not be considered.

**GENERAL BID REQUIREMENTS**

To be considered, a bidder must strictly follow the format for bids in the specifications. Bids must be binding and firm. Any bids may be withdrawn before bid opening, but bids shall remain open and valid for ninety (90) calendar days after the Bid Deadline.

**1. CONTRACTORS LICENSE**

The Bidder must possess a valid State of California Contractors License and must list type in the classification(s) specified in the Notice Inviting Bids at the time of the Bid Deadline and at all times during the performance of the Work, except as otherwise provided in California Business and Professions Code Section 7028.15.

**2. INTERPRETATION OF BIDDING DOCUMENTS, SPECIFICATIONS AND ADDENDA**

A. If any Bidder contemplating submitting a Bid is in doubt as to the true meaning of any part of the Bidding Documents, or who finds discrepancies, errors or omissions therein or who finds variances in any of the Bidding Documents with applicable law, such Bidder shall at once submit a written request for an interpretation or correction thereof to the City’s representative identified in the Notice Inviting Bids, or other designated individual. All Bidders shall submit such written requests to City not less than ten (10) calendar days prior to the Bid Deadline. The person or entity submitting the request shall be responsible for its prompt delivery to City’s Contact Person identified in the Notice Inviting Bids.

Any interpretation or correction will be made only by Addendum issued by the City and a copy of such Addendum will be delivered to all Interested Bidders of record. Any Addenda so issued must be acknowledged in the Bid and the cost of performing Work described in the Addenda shall be included in the Bid. Bidder's failure to acknowledge receipt of all Addenda may result in rejection of the Bid as nonresponsive. No person is authorized to render an oral interpretation or correction of any Bidding Documents and no Bidder may rely on any such oral interpretation or correction issued by the City. The City shall not be responsible for any other explanation or interpretation of the Drawings or Specifications, or for any oral instructions. City reserves the right to extend the Bid Deadline by issuing an Addendum to Interested Bidders no later than 72 hours prior to the Bid Deadline. Bidders shall use complete sets of Bidding Documents in preparing Bids; City shall not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued and the Bidder shall acknowledge their receipt in the Bid.

3. **OBTAINING DRAWINGS AND DOCUMENTS**

Bidder may secure Bidding Documents only from the location specified in the Notice Inviting Bids. City will maintain a list of persons who obtained a copy of these Specifications ("Interested Bidders"). Only Interested Bidders will receive Addenda, if so issued.

4. **BID FORMS – SUBMITTAL**

- A. The Bids shall be made on the forms provided herein with all blank spaces properly filled in.
- B. The phraseology shall not be changed, and no additions shall be made to the items mentioned herein. Unauthorized conditions, exemptions, limitations, or provisions attached to a Bid will render it informal and may cause its rejection. All forms requiring specific information shall be completed with all applicable information for a Bid to be considered responsive.
- C. Include all Bid Forms, properly executed, and intact on forms provided. Enclose the Bid Forms in a sealed envelope; type or print on the envelope "BIDS for" followed by the title and Specification Number and the date and time of the Bid Deadline, and the Bidder's name and address. The envelope may be mailed, hand delivered, or delivered by courier or package delivery service.
- D. **One Original** Bid and **two copies** shall be hand delivered, delivered by courier or package delivery service to the City Clerk, City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058.

- E. Bids received after the Bid Deadline or at any place other than the Office of the City Clerk will not be considered.

## 5. **BID FORMS – AUTHORIZED SIGNATURES**

- A. The full name, business address, zip code, and business telephone number, with area code of the individual, partnership, joint venture, or corporation submitting the Bid shall be typewritten or legibly printed on the Bid Forms. The Bidder shall sign the form with his/her usual wet ink signature.
- B. **Sole Proprietorship:** An individual shall sign.
- C. **Partnership (General or Limited):** A partner shall sign for a partnership; the partner shall give the names and addresses of all partners.
- D. **Corporation:** An officer shall sign for a corporation. The corporate name must be attested by the corporate seal. The names and titles of the president and all officers of the corporation who are authorized to sign the Bid Forms must be listed in an authenticated Incumbency Certificate signed by the corporate secretary. A signature other than a corporate officer's will be accepted only if an authenticated Incumbency Certificate is attached.
- E. **Joint Venture:** Bidders shall use the appropriate section(s) listed above in B-D, based on their applicable situation.

## 6. **BID FORMS – SCHEDULE OF BID PRICES**

- A. The Bidder shall include in his/her Bid price(s) any and all expense or costs that may be necessary to complete the project in accordance with the requirements of the Contract. The cost of all mobilization, preparatory work and operations for the multiple movements of personnel, equipment, supplies, and incidentals to the various project sites must be included in the various bid items, and no extra compensation will be paid to Contractor.
- B. The Bidder shall state for each item on the Schedule of Bid Prices form, in clearly legible figures, the Base Bid, the alternates, and the unit price and item total or lump sum, as the case may be, for which he/she proposes to supply labor, materials, and equipment and to perform the Work. Bids must not contain any erasures, interlineations, strike-throughs or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure or correction the initials of the person(s) signing the Bid. If any Bid, or portion thereof, is determined by the City to be illegible, ambiguous or inconsistent, City may reject such a Bid as being non-responsive.
- C. In the case of a unit price item, the amount set forth, as the item total shall be the product of the estimated quantity times the unit price Bid. In the event of a

discrepancy between the unit price Bid and the item total, the unit price shall prevail; however, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

- D. All requested Alternates, if any, shall be Bid. See the Schedule of Bid Prices for more information and the list of Bid Alternates, if any. If no change in the Base Bid is required, enter "No Change."

## 7. **BID SECURITY**

- A. Each Bid shall be accompanied by cash or a cashier's check or a certified check, drawn on a responsible bank doing business in the United States payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as a principal and a California admitted surety company (as defined by California Code of Civil Procedure §§995.120 and 995.311) as surety ("Bid Security").
- B. All bonds must be issued by a California admitted surety insurer with the minimum A.M Best Company Financial strength rating of "A:VII" or better. Bonds issued by a California admitted surety not listed on Treasury Circular 570 will be deemed accepted unless specifically rejected by the City. Bonds issued from admitted surety insurers not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660. All such bonds must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety must be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.
- C. Bid Security shall be in an amount not less than 10% of the Base Bid. Any Bid submitted without Bid Security will be rejected as non-responsive. The Bid Security shall be given as a guarantee that the successful Bidder will execute the Contract and will provide the insurance, bonds and other required forms within fourteen (14) calendar days after award of the Contract. Bidders will be entitled to return of Bid Security except when a successful Bidder forfeits its Bid Security. A forfeit may occur, for example, if the successful Bidder withdraws its Bid prior to the expiration of ninety (90) calendar days after award of the Contract; attempts to withdraw its Bid when the requirements of Public Contract Code § 5101 *et seq.* are not met; or refuses or fails to execute the Contract and provide the required bonds, insurance or certificates within fourteen (14) calendar days after award of the Contract. In any one or more of these events, if City awards the Contract for the Work to the next lowest responsible Bidder, the amount of the original lowest Bidder's security shall be applied to the Contract Price differential between the

lowest Bid and the second lowest Bid. Any surplus will be returned to the original lowest Bidder. If the City rejects all other Bids presented and re-advertises, the lowest Bidder's Bid Security may be used to offset the City's cost of re-advertising and receiving new Bids. In that case, the surplus if any, will be returned to the original lowest Bidder.

- D. The Bid Security shall be held for ninety (90) calendar days after the award of the Contract or until posting by the successful Bidder of the payment and performance bonds, proof of insurance, return of executed copies of the Contract and necessary certification(s), whichever first occurs, after which time the Bid Security will be returned to all Bidders.
- E. If a Bid Bond is to be submitted, Bidder shall use the form entitled "Bid Bond" contained in the Bidding Documents, which Bid Bond shall be properly executed and acknowledged by the Bidder and by a corporate surety authorized to transact such business in the State of California.
- F. Any alteration of said form of Bid Bond, or imperfection in the execution thereof, as herein required, will render it informal and may, at the option of the City, result in the rejection of the Bid under which the Bid Bond is submitted.

#### **8. BIDDER'S AND SPECIALTY CONTRACTORS' STATEMENTS OF QUALIFICATIONS**

- A. Each Bidder shall be required to complete, execute and submit with its Bid, the form entitled "Bidder's Statement of Qualifications. Notwithstanding the provisions of Paragraph 22 herein, the Bidder's Statement of Qualifications shall not be public records. All information required by a Bidder's or Specialty Contractor Statement of Qualifications shall be completely and fully provided. If no information is to be filled in a blank space, then write "none." Any Bid not accompanied by a Bidder's Statement of Qualifications form completed with all information required may render the Bid non-responsive. If the City determines that any information provided by a Bidder in the Bidder's Statement of Qualifications is false or misleading, or is incomplete so as to be false or misleading, the City may reject the Bid submitted by such Bidder as being non-responsive.
- B. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of the contract documents. In selecting the lowest responsible Bidder, consideration will be given not only to the Bidder's financial standing but also to the general competency of the Bidder for the performance of the work covered by the Bid including, but not limited to, the experience of the Bidder in construction of public buildings for public agencies. By submitting a Bid, each Bidder agrees that the City, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience with similar types of construction projects and facilities, conduct and performance under other

contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the work.

**9. DESIGNATION OF SUBCONTRACTORS**

- A. Subcontractor Listing. On the Designation of Subcontractors form, the Bidder shall list each Subcontractor whom the Bidder must disclose under the Subletting and Subcontracting Fair Practice Act, Public Contract Code Section 4104. The Bidder shall provide: each Subcontractor's name, the trade and type of work that the Subcontractor will perform, the location (address) of the Subcontractor's place of business, each Subcontractor's license number, and the dollar value of each Subcontractor's labor or services. If additive Alternate Bid Items are included in the Bidding Documents, the Bidder shall identify each Subcontractor performing additive Alternate Bid Items, when such Work or the combination of base Contract Work and Alternate Work exceeds one-half of one percent of the total Bid Amount.
- B. Subcontractors' Licenses. At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor shall possess a current and active California Contractor's license appropriate for the portion of the Work listed for such Subcontractor, and hold all specialty certifications required for such Work.
- C. Disqualification of a Subcontractor. The City has the right to review the suitability and qualifications of any Subcontractor proposed by the Bidder. As part of this review, the City may request a Bidder to submit additional information about one or more of the listed Subcontractors including, but not limited to a statement detailing the Subcontractor's experience with pertinent information as to similar projects and other evidence of the Subcontractor's qualifications. If requested, the Bidder shall provide the information to the City within the time specified in the City's written request. After due investigation, if the City has a reasonable objection to any proposed Subcontractor, the City may, before giving the notice of award, require the apparent successful Bidder to submit an acceptable substitute. The City's disqualification of a Subcontractor does not disqualify a Bidder. However, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor without an adjustment of the Bid Price.
- D. Work of Subcontractors. The organization or arrangement of the Specifications and Drawings do not limit the extent of the Work for the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid or from sub-bids, which is reasonably inferable from the Contract Documents, will not be a basis for adjustment of the Contract Price or the Contract Time.
- E. Ineligible Subcontractors. The successful Bidder is prohibited from performing Work on the Project with any Subcontractor who is ineligible to perform work on

a public works project pursuant to California Labor Code Sections 1777.1 or 1777.7. In submitting its Bid, the Bidder certifies that it has investigated the eligibility of each and every listed Subcontractor and has determined that none is ineligible to perform work pursuant to the above code provisions.

**10. CONTRACTOR'S AFFIDAVIT OF NON-COLLUSION**

An Affidavit of Non-Collusion in the form provided by the City shall be signed under penalty of perjury, certifying that the Bid is not the result of and has not been influenced by collusion. Bidder shall submit this form with its Bid. Any Bid made without such affidavit, or believed to be made in violation of the requirements set forth in the affidavit form, may be rejected.

**11. INSURANCE REQUIREMENTS**

The Bidder shall submit to its insurance company or insurance agent the Insurance Requirements in this Specification and the Contract Documents. The insurance company's underwriter or agent must complete the Insurance Requirements documentation which states that the insurer's underwriter or agent will furnish the City with the required insurance documents within fourteen (14) days after the Bidder's having been notified of the Contract's award. The Bidder shall submit this form with its Bid. Any Bid made without this statement, or made with an incomplete statement, may be rejected.

**12. EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND SITE OF WORK**

- A. The Bidder shall examine carefully the site of the Work contemplated and the Drawings and Specifications. The submission of a Bid will be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of Work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Drawings, Specifications, and other Contract Documents. The Bidder shall ascertain the locations of the existing utility services, and other underground facilities, and provide for carrying out its operations so as to cause the minimum possible inconvenience to the occupants of properties along any streets affected. All Work and costs involved in the safeguarding of the properties of others shall be at the expense of the Bidder to whom the Contract may be awarded.
- B. The Bidder hereby certifies that it has examined the local conditions, has read each and every clause of the Contract Documents, and that it has included all costs necessary to complete the specified Work in its Bid prices, and the Bidder agrees that if it is awarded the Contract, it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any of the provisions of the Contract. Should the conditions turn out otherwise than the Bidder anticipated, the Bidder agrees to assume all risks incident thereto.

13. **PRICES AND PAYMENTS**

Approximate quantities listed in the Schedule of Bid Prices are estimates given for comparing Bids, and no claim shall be made against the City for excess or deficiency therein, actual or relative. Payment at the prices agreed upon will be in full for the completed Work and will cover materials, supplies, labor, tools, equipment, and all other expenditures incident to a satisfactory compliance with the Contract, subject to all applicable provisions in the Contract and General Conditions.

14. **PERMIT FEES**

(Optional) If provided in the General Conditions, Contractor shall be reimbursed for the actual direct cost of all Permit Fees, as defined in Paragraph 1.01 and addressed in 1.03 of the General Conditions. Bidder shall exclude the cost of Permit Fees from Bidder's Base Bid sum; Base Bid sum shall include the cost of administration and coordination for all Governmental Approvals and Utility Fees.

15. **SUBSTITUTIONS**

No requests for substitution of any material, device, product, equipment, fixture, form, or type of construction shall be considered by City prior to award of the Contract. Bidders shall submit all requests for substitution and substantiating data, within fifteen (15) calendar days from the date of the Notice to Proceed. Bidder shall refer to the appropriate provisions of the General Conditions for additional information regarding substitutions. Authorization of a substitution is solely within the discretion of the City.

16. **RETURN OF IMPROPER BIDS**

Bids submitted after the Bid Deadline are non-responsive and shall be returned to the Bidder unopened. Oral, telephonic, telegraphic, facsimile or electronically transmitted Bids shall not be considered unless the Notice Inviting Bids expressly permits such means of transmittal.

17. **WITHDRAWAL OF BIDS**

Bidder may withdraw its Bid either personally or by written request any time prior to the scheduled Bid Deadline by notice to the City's Contact Person designated in the Notice Inviting Bids. If such notice is written, it shall be signed by the Bidder and shall be date-stamped and time-stamped by the City upon receipt. Withdrawn Bids may be resubmitted before the Bid Deadline provided that they are in full conformance with these Instructions to Bidders. Once submitted, all Bids are irrevocable, except as otherwise provided by law. Requests for withdrawal of Bids after the Bid Deadline shall be made only in accordance with California Public Contract Code § 5100, *et seq.* Bidder agrees by submitting a Bid that such Bid shall remain open, is irrevocable, and may not be modified, withdrawn, or cancelled for a period of ninety (90) days after award of the Contract.

18. **OPENING AND EVALUATION OF BIDS**

A. **Bid Opening and Tabulation.** The Bids shall be opened and read in public after

the Bid Deadline has expired at the time and location listed in the Notice Inviting Bids. A tabulation of all Bids received will be available for public inspection at the Office of the Public Works Department, 4305 Santa Fe Avenue, Vernon, CA 90058 during regular business hours for a period of not less than thirty (30) calendar days following the Bid Deadline. The City reserves the right to accept or reject any or all Bids and be the sole judge regarding the suitability of the products, services or supplies offered; and/or to waive any irregularities or informalities in any Bids or in the bidding process. The City further reserves the right to purchase all or fewer than all items or quantities of each item listed in the Bidding Documents. The award of the Contract, if made by the City, shall be to the lowest responsive and responsible Bidder. If Bid Alternate Items are called for, the lowest Bid shall be determined according to Paragraph 20 below.

**B. Evaluation of Bids.**

1. **Mandatory Qualifications.** A Bid shall be rejected as non-responsive if the Bidder fails to document in the Bid that Bidder meets the essential requirements for qualification described in the Notice Inviting Bids. As part of the Bidder's Statement of Qualifications each Bidder must establish that it, as the current entity: (1) has successfully completed at least three (3) similar projects involving similar work within the last three (3) years with a cost equal to or in excess of the Bidder's Bid; and (2) has successfully completed at least three (3) public works projects.
2. **Responsive Bid.** A responsive Bid is a Bid which conforms, in all material respects, to the Bidding Requirements and Contract Documents.
3. **Responsible Bidder.** A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of the Contract Documents.
4. **Competency of Bidders.** In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid including, but not limited to, the experience of the Bidder in construction of public works for public agencies. By submitting a Bid, each Bidder agrees that the City, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience with similar types of construction projects and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, safety record and protocols and other factors which could affect the Bidder's performance of the Work.

19. **AWARD OF CONTRACT**

The City reserves the right to reject any or all Bids and to waive any or all information or technical defects, as the interest of the City may require. Award of Contract or rejection of Bids will be made by the City within ninety (90) calendar days following the Bid Opening.

20. **BASIS OF AWARD**

- A. A Contract will be awarded to the lowest responsive and responsible Bidder meeting all requirements set forth in these Bidding Documents.

The City will award the Contract based on the lowest 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. One executed Contract in the form included herein, properly executed by Contractor and, if Contractor is a corporation, evidence of its corporate existence and that the persons signing the Contract are authorized to do so. All signatures must be notarized.
- B. Properly executed copies of the (a) Performance Bond, (b) Labor and Material (Payment) Bond and (c) Maintenance Bond in accordance with the requirements set forth in Article 13 of the General Conditions and in the form shown on Exhibits 1, 2 and 3 attached thereto. All signatures must be notarized.
- C. Properly executed policies of all of the following: (a) the Commercial General Liability Insurance, (b) the Automotive Liability Insurance, and (c) Professional Liability, if required, and (e) the corresponding endorsements for each policy in accordance with the requirements set forth in Article 12 of the General Conditions.

In the event that the fourteenth calendar day falls on Saturday, Sunday, a legal holiday for the State of California, or on days when City Hall is closed, the aforesaid documents shall be delivered by the following working day.

After receipt of said documents within said time period or any extension thereof granted by the City, the City shall execute the Contract and return a fully executed copy to Contractor for its files.

## 22. PUBLIC RECORDS

City seeks to conduct its business openly. Except as set forth in paragraph 8.A., upon opening, all Bids shall become a matter of public record and shall be regarded as public, with the exception of those elements of each Bid that are identified by the Bidder and plainly marked as “trade secret,” “confidential,” or “proprietary,” including any Statement of Qualifications and financial statements to be submitted by Bidders. Each element of a Bid which a Bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents, or other, non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If City receives a request from a third party to make a Bid available for inspection and copying, the City will notify the Bidder of the request. If a Bidder instructs the City that the information is not to be released, City will withhold the information, provided, the Bidder expeditiously seeks a protective order from a court of competent jurisdiction to prevent such release. If disclosure is required under the California Public Records Act or otherwise by law (despite the Bidder’s request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Bidder shall indemnify, defend (including Bidder’s providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging City’s refusal to publicly disclose one or more records that Bidder identifies as protectable, or asserts is protectable.

## 23. PREVAILING WAGE RATES AND EMPLOYMENT OF APPRENTICES

A. Prevailing Wage Rates. The Bidder and all Subcontractors shall utilize the relevant prevailing wage rate determinations in effect on the first advertisement date of the Notice Calling for Bids in preparing the Bid Proposal and all component price quotations, provided, however, that when Davis Bacon wage rates apply, such rates are subject to increase by written notice, issued by Addendum not less than 10 calendar days before the Bid Deadline. Pursuant to California Labor Code Section 1770 *et seq.*, the Director of the Department of Industrial Relations of the State of California and the United States Secretary of Labor have determined the general prevailing wage rates in the locality in which the Work is to be performed. Said rate schedules are available on the Internet at [www.dir.ca.gov/DLSR/PWD/](http://www.dir.ca.gov/DLSR/PWD/). The wage rate for any classification not listed, but which may be required to execute the Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. To comply with California Labor Code Section 1773.2, Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall also comply with the requirements of California Labor Code Sections 1773 *et seq.*

- B. Apprenticeship Committee Contract Award Information. Pursuant to California Labor Code § 1777.5 and Title 8 of the California Code of Regulations § 230, Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor shall, within ten (10) calendar days of signing
- C. the Contract or subcontract, as applicable, but in any event prior to the first day in which Contractor or Subcontractor has workers employed on the Project, submit the Public Works Contract Award Information form (DAS Form 140) to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and who can supply apprentices to the Project. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.
- D. Statement of Employer Fringe Benefit Payments. Within five (5) calendar days of signing the Contract or subcontract, as applicable, the Statement of Employer Payments (DLSE Form PW 26) shall be completed for each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions shall also be reported in this form. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.
- E. Notice to Subcontractors. Bidders shall notify all potential Subcontractors submitting price quotations for portions of the Work of the requirements concerning payment of prevailing wage rates, payroll records, hours of Work, and employment of apprentices.

**24. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)**

No contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

**25. SPECIAL CITY REQUIREMENTS**

Special City forms and their instructions are an integral part of these specifications and failure to submit same may be grounds, in the sole discretion of the City, for rejection of any Bidder.

- A. Prevailing Wage Where Applicable. Upon request, certified payroll documents shall be provided to the City.
- B. Equal Employment Opportunity in Contracting. The City of Vernon is committed to a policy of equal opportunity in contracting. Qualified firms including small businesses and businesses owned by women, minorities, and disabled persons are encouraged to submit bids or proposals. Contractors expressly agree to comply with the City's ordinances and regulations regarding Equal Opportunity Employment as well as regulations that may be mandated by the source of the funds supporting the Contract. Contractor certifies and represents that during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their age not discriminated against because of their race, religion, religious belief, color, national origin, citizenship, ancestry, disability, sex, age, medical condition, pregnancy, sexual orientation or marital status. Contractor certifies that it will not maintain any segregated facilities.

Contractor shall comply with all applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act (California Government Code Section 12900, *et seq.*), California Labor Code Section 1735, and The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*). Contractor shall require like compliance by all Subcontractors employed on the Work.

## 26. **BID PROTEST PROCEDURES**

- A. Any Bidder submitting a Bid directly to the City and eligible for award of the Contract may file a protest if the Bidder complies with all of the following requirements and conditions:
  - 1. The Bid protest is in writing;
  - 2. A protest based upon alleged defects or improprieties in the Contract Documents is filed with the City prior to the Bid Deadline;
  - 3. All other protests are to be filed and received by the City no more than five (5) calendar days following the City's notice of intent to award the Contract; and
  - 4. The written Bid protest sets forth, in detail, all grounds for the Bid protest, including without limitation: all facts, supporting documentation, legal authorities, and argument in support of the grounds for the Bid protest. All factual contentions must be supported by competent, admissible, and credible evidence.

- B. Any matters not set forth in the written Bid protest will be deemed waived. Any Bid protest not conforming to the foregoing requirements and conditions will be rejected by the City as invalid.
- C. Bid Dispute Indemnification. In the event of a Bid dispute based upon the Bidder's submission of this Bid and the City acceptance of same, the Bidder shall indemnify, defend (with counsel acceptable to City), and hold harmless the City, its City Council members, employees, and agents from liability, claims, demands, damages, and costs arising therefrom if such dispute or action arises solely upon the award of a Contract in compliance with federal, state, and local laws.

[END OF DOCUMENT]

# BIDDING FORMS

## BIDDER'S PROPOSAL

The undersigned submits this Bid in response to the Notice Inviting Bids issued by the City to construct the Work of the following Project in accordance with the Contract Documents:

PROJECT: Citywide Street Tree Wells, Contract No. CS-1456

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. Contractor Safety Questionnaire
9. Designation of Subcontractors
10. Contractor's Affidavit of Non-Collusion
11. Insurance Requirements Affidavit
12. Statement of Disqualification or Debarment
13. Pre-Bid Site Inspection Certification

B. Acknowledgment of Addenda. The Bidder shall acknowledge the receipt of all Addenda by attaching a signed copy of all Addenda, and by listing all Addenda received and attached in the space below.

N/A

If an Addendum or Addenda have been issued by the City and not attached and noted above as being received by the Bidder, the Bid may be rejected.

- C. Inspection of the Work and Contract Documents. Bidder certifies that it has carefully examined and is fully familiar with all of the provisions of the Bidding Documents and said Bidding Documents contain sufficient detail regarding the Work to be performed; that it has notified City of any errors or omissions in the Bidding Documents and/or any unusual site conditions; and that it has carefully checked all words, prices, and statements in this Bidding Document. Bidder hereby certifies that he/she and his/her Subcontractors have inspected the site and related Drawings and Specifications of Work and fully acquainted themselves with all conditions and matters which may in any way affect the Work, time of completion or the costs thereof. Bidder also certifies he/she has observed the designated Contractor Work areas and access routes, if disclosed or shown, as part of the Work in this Contract.

PRE-BID SITE INSPECTION – CERTIFICATION:

Person(s) who inspected site of the proposed Work for your firm:

Name: Jose Angel Fierros Date of Inspection 9/7/22

Title: President

Name: \_\_\_\_\_ Date of Inspection \_\_\_\_\_

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

D. Bidder agrees that all costs of Work shown in the Bidding Documents, including work reasonably inferable therefrom and necessary thereto, are included in his/her Bid. All Work shown in the Contract Documents for which a specific line item is not provided in the Bidding Form is included in the Bidder's Total Base Bid Price.

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 13 day of September, 2022, at Sylmar, California  
City State

Bidder's Proposal  
Respectfully Submitted

NAME OF BIDDER

COMPANY  
NAME: FS Contractors, Inc.

ADDRESS: 14838 Bledsoe St.  
Sylmar, CA 91342

CONTACT PERSON: Jose Angel Fierros

TELEPHONE NUMBER: (818) 974-0895

E-MAIL: martha@fscontractorsinc.com

CALIFORNIA STATE CONTRACTOR'S LICENSE NUMBER: 1005940

EXPIRATION DATE: 7/31/23

TAX IDENTIFICATION NO.: 47-3649570

SURETY COMPANY: RLI

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:

N/A

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

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

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

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

☐

Partnership:

☐

General Partner

☐

Limited Partner

N/A

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

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

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

☒

Corporation:

Name: Jose Angel Fierros

Corporate Officer Title: President

Signature: J. Angel Fierros

Corporate Seal

☐

Joint Venture:

☐

Corporation

☐

Partnership

☐

Individual

☐

Other \_\_\_\_\_

N/A

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: Citywide Street Tree Wells, Contract No. CS-1456

BIDDER'S NAME: FS Contractors, Inc.

### BASE BID

Pursuant to and in compliance with your Notice Inviting Bids and Contract Documents relating to the Project including all Addenda (attach signed copies), Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) for the total Base Bid sum of:

Seven hundred and two thousand, Dollars (\$ 702,690)  
Six hundred ninety

Item No.	Description	Units	Quantity	Unit Cost	Amount
1.	Unclassified excavation – Saw-cut, removal, and disposal of asphalt concrete, aggregate base and soil.	CY	518	80	41,440
2.	Construct and install Tree Well per City of Vernon Standard Plan No. MV 1891. Unclassified excavation to be paid by Bid Item No. 1	EA	115	3,600	414,000
3.	Construct 8" high concrete curb and 2' gutter per City Standard Plan No. PV582. Unclassified excavation to be paid by Bid Item No. 1	LF	1,150	85	97,750
4.	Construct 3.5" thick concrete sidewalk per City Standard Plan No. PV582. Unclassified excavation to be paid by Bid Item No. 1	SF	11,500	13	149,500
BID TOTAL		\$ <u>702,690</u>			
WRITTEN AMOUNT		\$ <u>Seven hundred and two thousand, six hundred ninety</u>			

All other work items, labor, materials, tools and incidentals which are not specifically listed in the above bid items, but are necessary to complete the project per specifications, and all other applicable standards and codes are considered to be included in the above bid items.

If there is a discrepancy between (1) the "Grand Total" shown immediately above, (2) any of the "total costs" shown in the far right column above, or (3) the individual Unit Price, then the Unit price shall control over the total cost, and the total cost shall control over the total. If, however, the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

Bidder shall exclude the cost of Permit Fees from Bidder's Base Bid sum; Base Bid sum shall include the cost of administration and coordination of Governmental Approvals and Utility Fees.

TOTAL BID AMOUNT (Base Bid Sum)

Seven hundred and two thousand,  
Six hundred ninety  $\frac{00}{100}$   
(written dollar amount)

Dollars (\$ 702,690.<sup>00</sup>)

(dollar amount)

Respectfully submitted:

J. Angel Fierros  
Signature  
President  
Title  
1005940  
License Number

14838 Bledsoe St. Sylmar, CA 91342  
Address  
9/13/22  
Date  
7/31/23  
Date of Expiration

(SEAL - if Bid is by a corporation)

Attest \_\_\_\_\_

Amount of Certified or Cashier's Check or Bid Bond

\_\_\_\_\_  
Name of Bonding Company

## INCUMBENCY CERTIFICATE

Print legibly the names and title of the president and all officers of the Company who are authorized to sign the Bid Forms:

PRESIDENT'S & OFFICERS' NAME:

TITLE:

Jose Angel Fierros

President

Salomon Fierros

Vice President

Jose Ernesto Fierros

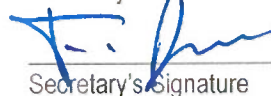
Corporate Secretary

The undersigned hereby certifies to the City of Vernon that he/she is the duly elected and acting Secretary of FS Contractors, Inc. (the "Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named above are the duly elected, qualified and acting officers of the Company, holding on the date hereof, the titles and positions set forth opposite their names and are authorized to sign the Bid Forms.

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this 13 day of September, 2022

Jose Ernesto Fierros

Secretary's Name-Printed



Secretary's Signature

Bond No.: \_\_\_\_\_

Premium Amount: \$ 10%

Bond's Effective Date: \_\_\_\_\_

BID BOND

RECITALS:

1. The City of Vernon, California ("City"), has issued a Notice Inviting Bids for the Work described as follows:  
Specification No. CS-1456: CITYWIDE STREET TREE WELLS in Vernon, CA. ("Project").
2. In response to the Notice Inviting Bids, FS Contractors, Inc., 14838 Bledsoe Street, Sylmar, CA 91342,  
(Name, address, and telephone of Contractor)  
(818) 838-6040 ("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

RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615, (623) 412-5793  
(Name, address, and telephone of Surety)

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

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of Ten Percent of the Total Amount of the 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:

Preferred Bonding & Insurance Services, 3455 Ocean View Blvd #200, Glendale, CA 91208, (323)663-7814  
(Name, address, and telephone)

\_\_\_\_\_. Registered Agent's California Department of Insurance License No. 0D69256

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: September 13, 2022

PRINCIPAL:

SURETY:

FS Contractors, Inc.

RLI Insurance Company

(Company Name)

(Company Name)

Jose Angel Fierros  
(Signature)

Pietro Micciche  
(Signature)

By: Jose Angel Fierros  
(Name)

By: Pietro Micciche  
(Name)

Its: President  
(Title)

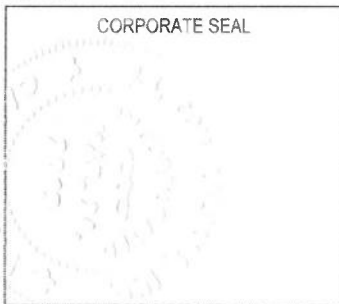
Its: Attorney-in-Fact  
(Title)

Address for Serving Notices or Other Documents:

14838 Bledsoe Street, Sylmar, CA 91342

Address for Serving Notices or Other Documents:

16165 N. 83rd Avenue Suite 201, Peoria, AZ 85382



- 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

See Attachment 7

STATE OF CALIFORNIA        )  
  ) ss  
COUNTY OF                    )

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

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

\_\_\_\_\_  
Notary Public

SEAL

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Patricia Zenizo, Pietro Micciche, Elisabete Salazar, jointly or severally

in the City of Glendale, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of April, 2022.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By:

Barton W. Davis

Vice President

State of Illinois

County of Peoria

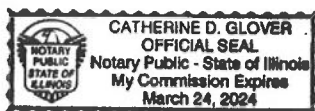
} SS

On this 25th day of April, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Catherine D. Glover

Notary Public



### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 13th day of September, 2022.

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By:

Jeffrey D. Fick

Corporate Secretary

**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 **SEP 13 2022** before me, Angel Nunez, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Pietro Micciche  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

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: \_\_\_\_\_ 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: \_\_\_\_\_

## BIDDER'S STATEMENT OF QUALIFICATIONS

### 1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 22

1.2 How many years has your organization been in business under its present name? 7

1.2.1 Under what other names has your organization operated?

FS Constructions

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation/organization: 5/11/15

1.3.2 State of incorporation/organization: California

1.3.3 Corporate ID number: C3770094

1.3.4 Name of President: Jose Angel Fierros

1.3.5 Agent for Service of Process: \_\_\_\_\_

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization/formation: N/A

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:

California C3770094

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: N/A

1.5.2 Name of owner: \_\_\_\_\_

1.6 If the form of your organization is other than those listed above, describe it and name the principals: N/A

2. LICENSING

- 2.1 List jurisdictions in which your organization is legally qualified to do business, indicate registration or license numbers, and category of license, if applicable.

CA Contractor's License 1005940 A-C8-C27

---

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

N/A

---

- 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. Concrete, Landscaping, General Engineering
- 
- 

- 3.2 On the Experience Form, list the project information that establishes that Bidder meets the essential requirements for qualification set forth in the Mandatory Qualifications paragraph of the Notice Inviting Bids for this Project.

- 3.3 On a separate sheet, list projects to which your firm or business has been awarded a government contract since your firm or business has been in existence (giving the name and address of the project, the government agency, contact name and phone number, the contract amount, and contract's starting date and ending date).

- 3.4 On a separate sheet, list the experience and present commitments of the key individuals of your organization.

4. CLAIMS; LAWSUITS; CRIMINAL ACTS

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly-traded corporation.

- 4.1 In the past five (5) years, have, you, your firm or any of its owners, partners, officers, or employees been a defendant in court, or participated in an arbitration or mediation, on a matter related to:



14838 BLEDSOE STREET • SYLMAR, CA 91342 PHONE: (818) 838-6040 • FAX: (818) 838-6171  
CONTRACTOR'S LICENSE #1005940 CLASS A-C8-C27 • DIR #1000033438

Anthony Munoz Community Garden Services CDBG  
Anthony Escamilla (661) 284-1408 AEscamilla@ontarioca.gov  
Contract Amount \$75,000  
Completion Date: 2/21/21

Parkway Concrete Maintenance RMDJOC6666MD#2 Group C  
County of Los Angeles Public Works 900 South Fremont Ave. Alhambra, CA 91803  
Steven Gutierrez (626) 300-3233 SGutierrez@dpw.lacounty.gov  
Contract Amount \$900,000  
Completion Date: 10/19/2021

Narbonne Vacant Lot Activation  
City of Lomita 24300 Narbonne Ave. Lomita, CA 90717  
Mondher Saied (310) 325-7100 m.saied@lomitacity.com  
Contract Amount \$223,635  
Completion Date: 3/19/21

Downtown Parking Lot No 4 Renovation  
City of Covina 125 E. College Street Covina, CA 91723-2199  
Rafael Farjado (626) 384-5489 rfajardo@covinaca.gov  
Contract Amount \$588,163  
Completion Date: 3/19/21

Concrete Floor Batting Cage  
Rio Hondo Community College District 3600 Workman Mill Rd, Whittier, CA 90601  
Anthony Ordega (562) 463-7237 anortega@riohondo.edu  
Contract Amount \$59,000  
Completion Date: 1/31/21

FE Weymouth Water Treatment  
Metropolitan Water District of South CA 700 North Alameda Street Los Angeles, CA 90012  
Yubia Casillas (213) 217-7229 ycasillas@mwdh2o.com  
Contract Amount \$38,000  
Completion Date: 2/15/21

FY 2021 - 2022 Concrete Repair (4thYear)  
City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301  
Robert Cortez (818) 597-7360  
Contract Amount \$75,971.75  
Completion Date: 11/22/21

4.1.1 The performance, non-performance, default, violation, or breach of a contract or agreement?

☐ YES ☒ NO

4.1.2 A vehicle collision or accident involving your firm's employees?

☐ YES ☒ NO

4.1.3 Damage to real property arising out of your services or operations?

☐ YES ☒ NO

4.1.4 Employment-related litigation brought by an employee of your firm?

☐ YES ☒ NO

4.1.5 Payment to a subcontractor or supplier?

☐ YES ☒ NO

4.1.6 Defective, deficient, or substandard work?

☐ YES ☒ NO

If the answer to any questions in 4.1.1 to 4.1.6 is YES, identify the name of the person or entity that sued (i.e., "the plaintiff") or was involved in the mediation or arbitration; list the date, court, court address, and case number; describe the facts and circumstances giving rise to the lawsuit, mediation, or arbitration; and set forth the outcome or disposition. Attach additional sheets as necessary.

4.2 Have you or your firm ever filed a claim for damages or a lawsuit, or requested arbitration or mediation, against a government entity or a Client?

☐ YES ☒ NO

If YES, identify the government entity or client; list the date, court and case number; describe the facts and circumstances about the claim for damages, or the lawsuit, or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

4.3 Are there any pending or outstanding judgments or liens against you, your firm, or any of its owners, partners, officers, or employees?

☐ YES ☒ NO

If YES, identify the name of the person or entity entitled to payment; list the date court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets if necessary.

4.4 In the past five (5) years, has any government entity ever: (a) investigated, cited, disciplined,

or assessed any penalties against you, your firm, or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules, or regulations?

☐ YES ☒ NO

If YES, identify the government entity; list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.5 In the past five (5) years, have you, your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract, or the performance of a government contract? ("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.)

☐ YES ☒ NO

If YES, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.6 In the past five (5) years, have you, your firm, or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, or receiving stolen property, or making or submitting a false claim?

☐ YES ☒ NO

If YES, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.7 Have you or, if Bidder is a corporation, any principal of the corporation ever been convicted of a felony?

☐ YES ☒ NO

If YES, please explain the details of that conviction and, if so, whether you or said officer have served his or her sentence.

- 4.8 In the past five (5) years, has a government entity determined or concluded that you, your firm, or any of its owners, partners, officers or employees made or submitted a false claim (including a false claim for payment), or made a material misrepresentation?

☐ YES ☒ NO

If YES, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.9 Have you or your company ever been charged by any governmental agency for failure to follow safety procedures? If YES, please explain.

☐ YES ☒ NO

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- 4.10 Has any governmental agency ever submitted a complaint against you or your firm to the California State Labor Commission for failure to submit certified payrolls? If your answer is "Yes", please provide the details of such complaint.

☐ YES ☒ NO

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5. FIRM'S OPERATIONAL STATUS

- 5.1. In the past seven (7) years, has your firm, or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

☐ YES ☒ NO

If YES, list the filing date, identify the court and case number; describe the facts and circumstances giving rise to each instance; and set forth the disposition or current status. Attach additional sheets as necessary.

- 5.2. In the past five (5) years, has your firm had an consolidations, mergers, acquisitions, closings, layoffs or staff reductions?

☐ YES ☒ NO

If YES, list the filing date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 5.3. Is your firm in the process of, or in negotiations toward: (a) consolidating, merging, selling, or closing its business, or (b) laying off employees or reducing staff?

☐ YES ☒ NO

If YES, describe the transaction; list the anticipated date for completing the transaction, laying off employees, or reducing staff; and describe the facts, circumstances, and reason for taking the action. Attach additional sheets as necessary.

6. BIDDING; DEBARMENT; CONTRACT PERFORMANCE

- 6.1. Has a government entity ever debarred, disqualified, removed, suspended, or otherwise prevented you or your firm from bidding on, contracting, or completing a construction project?

☐ YES ☒ NO

If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's action against your firm. Attach additional sheets as necessary.

- 6.2. Has a government entity ever rejected your firm's Bid or Proposal on the ground that you or your firm is a "non-responsible" bidder or proposer?

☐ YES ☒ NO

If YES, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that your firm was a "non-responsible" bidder. Attach additional sheets as necessary.

- 6.3. Have you or your firm ever failed to fulfill or perform – either partially or completely – a contract or an agreement with a government entity or a client?

☐ YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.4. In the past five (5) years, have you or any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement?

☐ YES ☒ NO

If YES, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.5. Has your firm ever advised a government entity or a client, while your firm was under contract with the government entity or client, that your firm could not (or would not) fulfill or perform – either partially or completely – the contract or the agreement based on the prices that your firm had originally submitted in a Bid or a Proposal?

☐ YES ☒ NO

If YES, list the date, identify the name of the government entity or client, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.6. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to renegotiate one or more terms of the existing contract or agreement?

☐ YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.7. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to: (a) cancel the contract or agreement, or (b) release or discharge your firm from the contract or agreement?

☐ YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.8. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion?

☐ YES ☒ NO

If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.9. Has a government entity or a client ever notified or advised your firm that your firm's performance under a contract or agreement was poor, sub-standard, deficient, or non-compliant?

☐ YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.10. In the past five (5) years, has your firm paid, or has your firm been assessed, liquidated damages on a contract or agreement?

☐ YES ☒ NO

If YES, identify all such contracts/projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment or payment of liquidated damages. Attach additional sheets as necessary.

## 7. INSURANCE AND BONDS

- 7.1. In the past ten years, has an insurance company or a surety company:

- 7.1.1. Refused to insure your firm for liability coverage?

☐ YES ☒ NO

- 7.1.2. Canceled or non-renewed your firm's insurance coverage?

☐ YES ☒ NO

- 7.1.3. Refused to issue your firm a bond?

☐ YES ☒ NO

7.1.4. Canceled or revoked a bond obtained by your firm?

☐ YES ☒ NO

If the answer to any questions in 7.1.1 to 7.1.4 is YES, identify the name of the insurance company or surety company, list the date, and describe the facts and circumstances about each instance. Attach addition sheets as necessary.

7.2 In the past ten (10) years, has an insurance company or surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims against a performance bond, payment bond, or maintenance bond issued on your firm's behalf?

☐ YES ☒ NO

If YES, identify each contract completed or amount of each claim, the name and telephone number of the claimant, the date, grounds and current status of the claim, and if resolved, the method, nature, and amount of the resolution. Attach addition sheets as necessary.

8. SURETY

8.1 If a performance and/or payment bond is required by this bid, identify the bonding company if arrangements for the bond have been made; if not, identify the bonding company for the Contractor's most recent project:

RLI

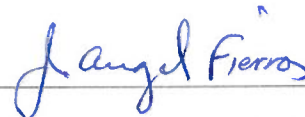
8.2 Name and address of agent:

Preferred Bonding, Inc 3455 Ocean View Blvd. Suite 200 Glendale, CA 91208

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



Jose Angel Fierros, President

## BIDDER'S EXPERIENCE FORM

PROJECT NAME: Citywide Street Tree Wells

Contract No. CS-1456

COMPANY NAME: FS Contractors, Inc.

\*\*\*Please use additional sheets if necessary

List below the project information that establishes that Bidder meets the essential requirements for qualification set forth in the Mandatory Qualifications paragraph of the Notice Inviting Bids for this Project.

	CONTRACT START DATE	CONTRACT END DATE	CONTRACT \$ AMOUNT	PROJECT NAME AND AGENCY	ADDRESS	CONTACT NAME	CONTACT PHONE NUMBER
1	3/25/20	2/25/21	1,851,360.95	Citywide Sidewalk Improvement 2020 City of Pasadena Public Works Department	100 N Garfield Ave, City of Pasadena, CA 91101	Tony Ann	(626) 744-7403
2	3/13/20	2/15/21	\$3,999,992.61	RMDJOC6673 Parkway Concrete Maintenance County of Los Angeles Public Works	900 South Fremont Ave. Alhambra, CA 91803	Joseph Min	(562) 869-1176
3	7/6/21	9/24/21	\$405,862	2021 Sidewalk & Concrete Replacement City of Thousand Oaks	2100 Thousand Oaks Blvd. Thousand Oaks, CA 91362	Ronner Del Castillo	(805) 449-2499 Ext 50

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: Jose Angel Fierros

State of California Contractor's License No. 1005940

Contractor's License expiration date 7/31/23

## CONTRACTOR SAFETY QUESTIONNAIRE

Company Name: FS Contractors, Inc.

Primary Type of Work: Concrete

Person Completing Form: Jose Angel Fierros

Title: President Phone Number: (818) 838-6040

Date: 9/13/22

### SAFETY PERFORMANCE

1. List your company's Interstate Experience Rating Modifier (ERM)<sup>1</sup> for the three most recent years.

20 <u>22</u>	<u>87</u>
20 <u>21</u>	<u>80</u>
20 <u>20</u>	<u>102</u>

2. List your company's number of injuries/illnesses from your OSHA 300 logs for the three most recent years.

	20 <u>22</u>	20 <u>21</u>	20 <u>20</u>
a. Fatalities	<u>0</u>	<u>0</u>	<u>0</u>
b. OSHA recordable incidents	<u>    </u>	<u>    </u>	<u>    </u>
c. Lost work day incidents	<u>    </u>	<u>    </u>	<u>    </u>
d. Total lost work days	<u>    </u>	<u>    </u>	<u>    </u>
e. Total hours worked	<u>    </u>	<u>    </u>	<u>    </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 Jose Angel Fierros

b. Phone (818) 974-0895

<sup>1</sup> ERM = applies to workers' compensation policies. It compares the experience of this contractor to others of similar size, type and ratio. Used against annual premium. It has a direct correlation to how much the contractor pays in workers' comp premium.

## CONTRACTOR SAFETY QUESTIONNAIRE (continued)

### SAFETY PROGRAM

1. SAFETY PROGRAM DOCUMENTATION Circle One
- a. Do you have a written safety program manual? ☒ Yes ☐ No
- 1) Last revision date 3-14-22
- b. Do you have a written safety field manual? ☒ Yes ☐ No
- c. Are all workers given a booklet that contains work rules, responsibilities, and other appropriate information? ☒ Yes ☐ No
2. POLICY AND MANAGEMENT SUPPORT
- a. Do you have a safety policy statement from an officer of the company? ☒ Yes ☐ No
- b. Do you have a disciplinary process for enforcement of your safety program? ☒ Yes ☐ No
- c. Does management set corporate safety goals? Yes ☒ No
- d. Does executive management review:
- ☒ Accident reports? ☒ Yes ☐ No
- ☒ Safety statistics? ☒ Yes ☐ No
- ☒ Inspection reports? ☒ Yes ☐ No
- e. Do you safety pre-qualify subcontractors? Yes ☒ No
- f. Do you have a written policy on accident reporting and investigation? ☒ Yes ☐ No
- g. Do you have a light-duty, return-to-work policy? Yes ☒ No
- h. Is safety part of your supervisor's performance evaluation? ☒ Yes ☐ No
- i. Do you have a personal protective equipment (PPE) policy? ☒ Yes ☐ No
- j. Do you have a written substance abuse program? Yes ☐ No
- If yes, does it include (check all applicable boxes):
- |   |   |
|---|---|
| <input type="checkbox"/> Pre-employment testing   | <input type="checkbox"/> Return-to-duty testing           |
| <input type="checkbox"/> Random testing           | <input type="checkbox"/> Disciplinary process             |
| <input type="checkbox"/> Reasonable cause testing | <input type="checkbox"/> Alcohol testing                  |
| <input type="checkbox"/> Post accident testing    | <input type="checkbox"/> National Institute on Drug Abuse |
| <input type="checkbox"/> Panel Screen             |   |
- k. Does each level of management have assigned safety duties and responsibilities? ☒ Yes ☐ No

3. TRAINING AND ORIENTATION

- a. Do you conduct safety orientation training for each employee? ☒ Yes ☐ No
- b. Do you conduct site safety orientation for every person new to the job site? ☒ Yes ☐ No
- c. Does your safety program require safety training meetings for each supervisor (foreman and above)? ☒ Yes ☐ No  
How often?  
☐ Weekly ☒ Monthly ☐ Quarterly ☐ Annually ☐ Other \_\_\_\_\_
- d. Do you hold tool box/tailgate safety meetings focused on your specific work operations/exposures? ☒ Yes ☐ No  
How often?  
☒ Weekly ☐ Daily ☐ Other \_\_\_\_\_
- e. Do you require equipment operation/certification training? Yes ☒ No

4. ADMINISTRATION AND PROCEDURES

- a. Does your written safety program address administrative procedures? ☒ Yes ☐ No
- If yes, check which apply:
- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Pre project/task planning | <input checked="" type="checkbox"/> Emergency procedures              |
| <input checked="" type="checkbox"/> Record keeping            | <input checked="" type="checkbox"/> Audits/inspections                |
| <input checked="" type="checkbox"/> Safety committees         | <input checked="" type="checkbox"/> Accident investigations/reporting |
| <input checked="" type="checkbox"/> HAZCOM                    | <input type="checkbox"/> Training documentation                       |
| <input type="checkbox"/> Substance abuse prevention           | <input type="checkbox"/> Hazardous work permits                       |
| <input type="checkbox"/> Return-to-work                       | <input type="checkbox"/> Subcontractor prequalification               |
- b. Do you have project safety committees? Yes ☒ No
- c. Do you conduct job site safety inspections? ☒ Yes ☐ No  
How often?  
☒ Daily ☐ Weekly ☐ Monthly ☐ Other \_\_\_\_\_
- Do these inspections includes a routine safety inspection of equipment (e.g., scaffold, ladders, fire extinguishers, etc.)? Yes ☒ No
- d. Do you investigate accidents? Yes ☐ No  
How are they reported?  
☐ 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? 3-14-22 Yes No  
 When was the last update? \_\_\_\_\_

- b. What work practices are addressed by your work rules?

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> CPR/first aid                                 | <input type="checkbox"/> Access—entrances/stairs                  |
| <input checked="" type="checkbox"/> Barricades, signs, and signals                | <input type="checkbox"/> Respiratory protection                   |
| <input type="checkbox"/> Blasting   | <input checked="" type="checkbox"/> Material handling/storage     |
| <input type="checkbox"/> Communications   | <input checked="" type="checkbox"/> Temporary heat                |
| <input type="checkbox"/> Compressed air and gases                                 | <input checked="" type="checkbox"/> Vehicle safety                |
| <input checked="" type="checkbox"/> Concrete work                                 | <input checked="" type="checkbox"/> Traffic control               |
| <input type="checkbox"/> Confined-space entry                                     | <input type="checkbox"/> Site visitor escorting                   |
| <input type="checkbox"/> Cranes/rigging and hoisting                              | <input checked="" type="checkbox"/> Public protection             |
| <input type="checkbox"/> Electrical grounding                                     | <input type="checkbox"/> Equipment guards and grounding           |
| <input type="checkbox"/> Environmental controls and Occupational health           | <input type="checkbox"/> Monitoring equipment                     |
| <input checked="" type="checkbox"/> Emergency procedures                          | <input type="checkbox"/> Flammable material handling/storage      |
| <input checked="" type="checkbox"/> Fire protection and prevention                | <input checked="" type="checkbox"/> Site sanitation               |
| <input type="checkbox"/> Floor and wall openings                                  | <input checked="" type="checkbox"/> Trenching and excavating      |
| <input type="checkbox"/> Fall protection  | <input type="checkbox"/> Lockout/Tagout                           |
| <input checked="" type="checkbox"/> Housekeeping                                  | <input type="checkbox"/> Energized/pressurized equipment          |
| <input type="checkbox"/> Ladders and scaffolds                                    | <input checked="" type="checkbox"/> Personal protective equipment |
| <input 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):

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## DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER: FS Contractors, Inc.

Each Bidder must list, on the form provided on the next page, each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or Improvement, or a Subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Drawings and Specifications, in an amount in excess of one-half of one percent of the Contractor's Base Bid Amount. Each Subcontractor must have an active and current license, and all requisite specialty certifications, when listed.

Bidder must provide the following information for EACH Subcontractor. N/A

1. The name of the Subcontractor;
2. The trade and type of work that the Subcontractor will perform;
3. Location (address) of Subcontractor's place of business;
4. Subcontractor's license number; and any specialty licenses; and
5. Dollar value of the Work that the Subcontractor will perform.

Subletting or subcontracting of any portion of the Work in excess of one-half of one percent of the Contractor's Base Bid to which no Subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the above provisions the Contractor may be in breach of this Contract and the City may exercise the option, in its own discretion, to (1) cancel this Contract, or (2) assess the Contractor a penalty in an amount not more than ten percent (10%) of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime Contract is awarded.

If the Contractor fails to specify a Subcontractor, or if the Contractor specifies more than one Subcontractor for the same trade or type of Work to be performed under the Contract in excess of one-half of one percent of the Contractor's Base Bid Amount, then the Contractor agrees that he/she is fully qualified to perform that Work himself/herself, and that he/she shall perform that Work himself/herself. If after award of Contract, the Contractor subcontracts any such Work, the Contractor will be subject to the statutory penalties.

DESIGNATION OF SUBCONTRACTORS FORM  
IS ON THE FOLLOWING PAGE

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	Email Contact Information	Trade and Type of Work to be Performed	Business Location
N/A			

License Number	Public Works Contractor Registration Number	Dollar (\$) Value

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 13 day of September, 202022

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Name of Company

By: J. Angel Fierro

Title: President

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF Los Angeles )

1. That he/she is the President (Title of office if a corporation, "sole owner," "Partner," or other proper title) of FS Contractors, Inc., (hereinafter called "Contractor") who has submitted to the City of Vernon a Bid for the construction of the Citywide Street Tree Wells, Contract No. CS-1456;
2. That said Bid is genuine; that the same is not sham; that all statements of fact therein are true;
3. That said Bid is not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed;
4. That Contractor did not, directly or indirectly induce, solicit, agree, collude, conspire or contrive with anyone else to submit a false or sham bid, to refrain from bidding, or withdraw his/her bid, to raise or fix the Bid price of Contractor or of anyone else, or to raise or fix any overhead profit, or cost element of Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interests of the City of Vernon, or of any other Bidder, or anyone else interested in the proposed Contract;
5. That the Contractor has not in any manner sought by collusion to secure for himself an advantage over any other Bidders or induce action prejudicial to the interests of the City of Vernon or of any other Bidder, or anyone else interested in the proposed Contract;
6. That the Contractor has not accepted any bid from any Subcontractor or material supplier through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any Subcontractor or material supplier, which is not processed through said bid depository, or which prevent any Subcontractor or material supplier from bidding to any Contractor who does not use the facilities of or accept bids from or through such bid depository;

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7. That the Contractor did not, directly or indirectly, submit the Contractor's Bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Vernon, or to any person or persons who have partnership or other financial interest with said Contractor in his/her business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 13 day of September 2022 at Sylmar, CA  
Month/Year City State

FS Contractors, Inc.  
Contractor (Please Print)

J. Angel Fierro  
Contractor's Signature

President  
Title

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

**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 September 13, 2022 before me, Martha Isabel Lopez Riubi, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
 personally appeared Jose Angel Fierros  
*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 Martha Lopez  
*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: \_\_\_\_\_ 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: \_\_\_\_\_

See Attached

THE BIDDER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM  
AND  
THE BIDDER MUST SUBMIT THIS CERTIFICATION WITH THE BID FORMS.

I, the undersigned (Please check one box) ☐ underwriter ☐ agent, certify that I and the Contractor listed below have jointly reviewed the "Insurance Requirements" in these Bidding Documents and the Contract Documents. If the City of Vernon ("City") awards the Contractor the Contract for this project, I will be able—within fourteen (14) calendar days after the Contractor is notified of the Contract's award—to furnish the City with valid insurance forms (including one or more insurance certificates and additional insured endorsements) that fully meet all of the Insurance Requirements.

_____ Name of Insurance Company		_____ Date	
_____ Insurance Agent's Name (Printed)		_____ Insurance Agent's Name	
(signature) _____			
_____ Address		_____ City	_____ State   Zip Code
_____ Telephone Number		_____ Email Address	
_____			
_____ Contractor's Name		_____ City Specification Number	
_____			
<i>Below State the Name of Insurance Company Providing Coverage:</i> DO NOT write "Will Provide," "To Be Determined," "When Required," or similar phrases.			
_____ Commercial General Liability		_____ Automobile Liability	
_____ Workers' Compensation Liability			
_____ City Will Purchase Policy, if required		_____ Pollution Liability	
_____ Builders Risk			

[NOTE TO CONTRACTOR: See "Insurance Requirements" EXHIBIT 4 of the Contract for the requirement of obtaining Pollution Liability Insurance.]

NOTE TO THE UNDERWRITER / AGENT: If the insurance forms that the Contractor submits to the City do not fully comply with the Insurance Requirements, and/or if the Contractor fails to submit the forms within the 14-day time limit, the City may: (1) declare the Contractor's Bid non-responsive, and (2) award the Contract to the next lowest responsible Bidder.



FSCON-2

OP ID: J1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Sierra Oak Insurance Services  
Lic# 0C97528  
9700 Business Park Dr. Ste 105  
Sacramento, CA 95827  
Daniel E. Brock

916-364-7380

CONTACT NAME: Dan Brock

PHONE (A/C, No, Ext): 916-364-7380

FAX (A/C, No): 916-364-7381

E-MAIL ADDRESS: certs@einsurancespecialist.com

INSURED  
FS Contractors, Inc.  
14838 Bledsoe St  
Sylmar, CA 91342

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Wesco Insurance Company

25011

INSURER B: Scottsdale Insurance Company

41297

INSURER C: Insurance Company of the West

27847

INSURER D: Allied World Surplus Lines Ins

24319

INSURER E: Lloyd's of London Insurance Co

85202

INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		BCS0039741	01/13/2022	01/13/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
E	<input checked="" type="checkbox"/> Professional Liab			MPL510483922	03/08/2022	03/08/2023	MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Prof. Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY			WPP197632000	08/26/2022	08/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XLS0121700	01/13/2022	01/13/2023	EACH OCCURRENCE \$ 8,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 8,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						GL AU WC \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WSA 5032771 07	07/31/2022	07/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Pollution Liab.			50550558	01/13/2022	01/13/2023	E.L. DISEASE POLICY LIMIT \$ 1,000,000
							Each Occu Aggregate \$ 1,000,000
							2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Vernon to be named additional insured on the general liability.

## CERTIFICATE HOLDER

CITYVER

City of Vernon  
4305 Santa Fe Ave  
Vernon, CA 90058

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any person or organization when required by written contract or agreement, executed prior to the occurrence to which this insurance applies, that such person or organization be added as an additional insured on your policy

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## CERTIFICATE OF EQUAL OPPORTUNITY PRACTICES

City of Vernon  
4305 Santa Fe Avenue  
Vernon, CA 90058  
(323) 583-8811

Website: [www.cityofvernon.org](http://www.cityofvernon.org)

Article I. Affidavit of Equal Opportunity Employment &  
Non-segregation (Form AA-1)

Article II. Vendor List Questionnaire (Forms AA-2 & 3)

In order to be placed to the City's vendor list and be eligible to receive City business, you must provide the following information except where indicated as "optional." By submitting this form you are declaring under penalty of perjury under the laws of the State of California and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Name of Company: FS Contractors, Inc

Business Telephone: (818) 838-6040

Address: 14838 Bledsoe St.

City: Sylmar State: CA Zip: 91342

Contact Person Jose Angel Fierros E-mail Address martha@fscontractorsinc.com

Tax ID Number (or Social Security Number) 47-3649570 (optional)

Remit Address (if different)

same

Please state clearly and concisely the type(s) of goods and services your company provides:

General Contractor

The following section is OPTIONAL and is for statistical reporting purposes only. Ownership (please check all that apply):

African-American \_\_\_\_\_ Asian \_\_\_\_\_ Armenian \_\_\_\_\_ Hispanic ☒ Native American \_\_\_\_\_  
Disabled \_\_\_\_\_ Female \_\_\_\_\_

Project Workforce Utilization (Form AA-2)

This form is to be included in all bid documents for projects involving labor or services valued at \$25,000 or more.

Instructions: Please indicate the job titles/classifications to be used in the performance of this contract should it be awarded to your firm. Please indicate the number of employees in each job classification as well as the number of new hires, if any, as a result of this contract.

Name of Company: FS Contractors Inc Project: Citywide Street Tree Wells

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
<i>Laborer</i>	<i>4</i>	<i>1</i>
<i>Cement Mason</i>	<i>2</i>	<i>1</i>
<i>Landscaper</i>	<i>3</i>	<i>1</i>
<i>Operator</i>	<i>1</i>	
Are any current employees or potential new hires Vernon residents? If so, how many?		

Current Permanent Workforce Utilization (Form AA-3)

Name of Company: FS Contractors, Inc  
 Project: Cityside Street Tree Wells.

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			7					
Operators (semi-skilled)			1					
Laborers								
Service Workers								
TOTAL								

## RESUME

ANGEL FIERROS

13368 Aldergrove St. Sylmar, CA. 91342 (818) 367-0652

### Qualifications:

- Strong interpersonal skills; ability to communicate and persuade at all levels and thrive in a cross-functional environment.
- Excellent verbal communication skills
- Computer Savvy – Word, Excel, Quick Books, Outlook, Project Manager, Master Builder, Auto CAD
- Positive attitude & Professional appearance
- Team player / self-starter / organized
- Extensive hands on experience
- Bilingual Spanish / English

### Experience:

(1984-1992) **Landscape Development, Inc.**

#### Laborer - Foremen

- Started from the bottom, as a laborer
- Kept climbing up the ladder learning every phase of construction
- Became Foremen in 1988 and continued to be the lead man until 1992
- Able to read plans, lay out and direct operation for Irrigation / landscape projects
- Extensive knowledge of plant material types

(1992 - 1994) **DJ Construction, Inc.**

#### Foremen

- In-home estimates
- Blueprint takeoffs, Requisition orders
- Managing/coordinating jobs in progress
- Control different phases of construction in the field
- Order/schedule materials
- Operate different pieces of equipment (from Bob cats, Skip loaders, Back hoes, Loaders, Dump trucks, Water trucks, etc.)
- Install, operate and maintain all irrigation equipment (from Main lines, laterals, valves, sprinklers, controllers, etc.)

(1994 - 2002)

**Terra Cal Construction, Inc.**

Foreman - Superintendent

- Control different phases of construction in the field
- Blueprint takeoffs. Requisition orders,
- managing/coordinating jobs in progress
- Order/schedule materials
- Operate different pieces of equipment (from Bob cats, Skip loaders, Back hoes, Loaders, Dump trucks, Water trucks, etc.)
- Install, operate and maintain all irrigation equipment (from Main lines, laterals, valves, sprinklers, controllers, etc.)

(2000 - Present)

**FS Contractors, Inc. / FS Construction**

President / Owner

- Take control and direction of company
- Generate estimates
- Write contracts
- Prepare Sub-contracts
- Sale closing tactics and negotiating skills
- Field measuring & onsite cost estimating
- Presentation of company and product(s)
- Field measuring with detail to permit/code requirements
- Worked closely with engineers and architects
- Developed project proposals up to \$2,000,000 in value
- Coordinated projects to comply with all addendums, spec sheets, geotechnical data & ADA compliances
- Experienced with prevailing wages and public works projects
- Supervise payroll/ payroll taxes
- Prepare certified payrolls

Education:

- 1 2.5 Years of collage in Civil Engineering field
- 2 Licensed General Engineering Contractor (A)
- 3 Licensed Concrete Contractor (C8)
- 4 Licensed Landscaping Contractor (C27)
- 5 Pervious Concrete Technician Certified
- 6 Home Improvement Certification
- 7 ARDEX products installer certified
- 8 CPR & First Aid certified
- 9 Basic accounting
- 10 Bilingual English / Spanish

## City Council Agenda Item Report

Submitted by: Adriana Ramos  
Submitting Department: Public Utilities  
Meeting Date: October 18, 2022

### **SUBJECT**

Blanket Purchase Contract with Fujitsu Network Communications, Inc.

### **Recommendation:**

Approve the issuance of a blanket Purchase Contract with Fujitsu Network Communications, Inc. (Fujitsu), in an amount not-to-exceed \$40,000 for the repair of Fujitsu equipment related to the Fiber Optics System Internet Access Operations and any ancillary purchases needed for the remainder of Fiscal Year (FY) 2022-23.

### **Background:**

The City's existing internet system topology is built around a Fujitsu Network Communications, Inc (Fujitsu) transport and distribution equipment infrastructure. Fujitsu has provided the capability for remote managed services to the Vernon Public Utilities (VPU) Fiber Optics System since 2004. The services include 24/7 monitoring of 24 key network devices, most of which are manufactured at the Fujitsu factory facility.

With the aging of the customer provision equipment (CPE), repair and purchase of ancillary equipment is necessary. Staff recommends approval of a blanket Purchase Contract with Fujitsu, in the amount not-to-exceed \$40,000, to cover repair and ancillary purchases that are necessary through the remainder of FY 2022-23. This will ensure reliable internet service to its existing or new anticipated end users. It will allow VPU to purchase CPE utilized to provide the end user hand-off for monitoring connections to the network and will provide funds to address any emergencies outside of what is covered under the existing three-year maintenance Services Agreement with Fujitsu approved by City Council on October 20, 2020.

The proposed blanket Purchase Contract is exempt from competitive bidding and competitive selection pursuant to Sections 3.32.110 (A)(2) and (B)(1) of the Vernon Municipal Code, as any required repair services and/or any necessary equipment can only be provided by Fujitsu.

City Council approval is required pursuant to Vernon Municipal Code 3.32.030(B), which states if, in the 12 months preceding the effective date of a proposed new, renewed, or otherwise amended contract, the City has paid or awarded the proposed vendor more than \$100,000 pursuant to contracts with the vendor, then the proposed new, renewed, or otherwise amended contract shall be approved only by the City Council. The combined total of the existing approved Services Agreement (\$245,568) and proposed blanket Purchase Contract (\$40,000) will exceed the approval threshold.

### **Fiscal Impact:**

Sufficient funds for the proposed supplemental are available in the VPU Fiber Optics Enterprise Fund, Repairs and Maintenance Account No. 057.1057.590000.

### **Attachments:**

None.

# City Council Agenda Item Report

Submitted by: Adriana Ramos  
Submitting Department: Public Utilities  
Meeting Date: October 18, 2022

## **SUBJECT**

Services Agreement with DC Consulting Services LLC

## **Recommendation:**

- A. Find that the proposed action is categorically exempt from the 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 equipment and involves negligible or no expansion of an existing use; and
- B. Approve and authorize the City Administrator to execute a Services Agreement with DC Consulting Services LLC, in substantially the same form as submitted, to provide gas turbine maintenance services, in an amount not to exceed \$259,950.

## **Background:**

On October 4, 2022, City Council approved the issuance of a Purchase Contract to DC Consulting Services LLC (DC Consulting) for the purchase and commissioning of two 571KF engines (engines) to repower and renovate the two H. Gonzalez engines (Gonzales Units) located at Station A. The Gonzales Units are responsible for providing peaking energy into the California Independent System Operator (CAISO) electric grid. The Gonzales Units also provide local resource adequacy (capacity) to Vernon Public Utilities (VPU), which would otherwise need to be purchased in the market at a costly rate and has limited availability. It is timely and valuable for VPU to have the Gonzales Units operating, especially given that the state has prioritized renewable generation versus permitting any new natural gas generation facilities.

VPU is seeking City Council's approval of the proposed Services Agreement with DC Consulting (in partnership with GSF Services) for the maintenance of two 571KF engines at the Vernon Power Plant. Combined, the vendors have over 40 years of experience with 570/571KF model Rolls-Royce gas turbine installations, commissioning, troubleshooting, and repair, including similar work with other gas turbines from Siemens and General Electric. DC Consulting and GSF Services have worked with this engine model since 2003, performing marine and power plant installations worldwide. DC Consulting is a sole source repair and maintenance provider for 570/571KF engines in the United States and is a highly competent and experienced company that VPU has used in the past for turbine repairs and maintenance.

Pursuant to Section 3.32.110 (A)(2) and 3.32.110 (B)(1) of the Vernon Municipal Code (VMC), the proposed Services Agreement is exempt from competitive bidding and competitive selection, as DC Consulting is the only vendor that can provide support to service and repair the recently purchased 571KF engines. Staff recommends approval of the proposed services agreement with DC Consulting, in an amount not to exceed \$259,950. The proposed Services Agreement has been reviewed and approved as to form by the City Attorney's Office.

## **Fiscal Impact:**

Sufficient funds for the proposed services agreement are available in the VPU Electric

Enterprise Fund, Generation Station A, Professional Services Other Account No. 055.8200.596200.

**Attachments:**

1. [Services Agreement with DC Consulting Services LLC](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND DC CONSULTING  
SERVICES LLC., FOR GAS TURBINES MAINTENANCE SERVICES

COVER PAGE

Contractor:	DC Consulting Services LLC.
Responsible Principal of Contractor:	Don Coletta, Owner
Notice Information – Contractor:	DC Consulting Services LLC. 5412 Basile Eunice Hwy. Eunice, LA 70535 Attention: Don Coletta, Owner Telephone: (225) 253-2175
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Todd Dusenberry, Acting General Manager of Public Utilities Telephone: (323) 583-8811 ext. 579
Commencement Date:	October 18, 2022
Termination Date:	October 17, 2025
Consideration:	Total not to exceed \$259,950 (includes all applicable sales tax); and more particularly described in Exhibit A
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND DC CONSULTING SERVICES LLC., FOR GAS TURBINES MAINTENANCE SERVICES

This Agreement is made between the City of Vernon, a California charter City and California municipal corporation ("City"), and DC Consulting Services 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 October 18, 2022.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Contractor's proposal to the City ("Proposal") dated September 12, 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 term of this Agreement shall commence on October 18, 2022, and it shall continue until October 17, 2025, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of

the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Agreement, shall not exceed \$259,950 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, 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.

5.6 Licenses, Permits, Fees, and Assessments. Contractor shall obtain, at Contractor's sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services by this Agreement.

6.0 PAYMENT.

6.1 As scheduled services are completed, Contractor shall submit to the City an invoice for the services completed, authorized expenses, and authorized extra work actually performed or incurred according to said schedule.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs, and authorized extra work covered by that invoice.

7.0 CITY'S RESPONSIBILITY. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

8.0 COORDINATION OF SERVICES. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

9.0 INDEMNITY. Contractor agrees to indemnify City, its officers, elected officials, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), including but not limited to professional negligence, that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees.

10.0 INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Agreement, including any extensions thereto. The policies shall state that they afford primary coverage.

i. Automobile Liability with minimum limits of at least \$1,000,000 combined single limit, including owned, hired, and non-owned liability coverage.

ii. Contractor agrees to subrogate automobile liability resulting from performance under this Agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services. The city of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds and under the Contractors' policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance.

iii. General Liability with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Contractor's performance of this Agreement. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance.

(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. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

11.11.6 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this agreement and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Agreement, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon  
Attention: Todd Dusenberry, Acting General Manager of Public Utilities  
4305 Santa Fe Avenue  
Vernon, CA 90058

If to the Contractor:

DC Consulting Services LLC.  
Attention: Don Coletta, Owner  
5412 Basile Eunice Hwy.  
Eunice, LA 70535  
Phone: (225) 253-2175  
Email: don.coletta@outlook.com

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 PREVAILING WAGES. The provisions of California Labor Code 1770, et seq., regarding the payment of prevailing wages on public works, and related regulations, apply to all City agreements. In addition, the selected consultant and/or any subcontractor must be currently registered and qualified (including payment of any required fee) with the State Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations.

11.25 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 "B".

[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

DC Consulting Services 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,  
City Attorney

EXHIBIT A  
CONTRACTOR'S PROPOSAL

# 3-YEAR MAINTENANCE CONTRACT

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September 12, 2022

City of Vernon  
4305 S. Santa Fe Ave.  
Vernon, CA 90058

Attn. Mr. Todd Dusenberry,

This proposal is for a 3-year maintenance contract for two Rolls-Royce model 571KF gas turbines by DC Consulting Services LLC. (DCC) to the City of Vernon, California (COV), to the address shown above.

DCC and GSF Services Inc. (GSF) will provide services to modify and install the turbines at the Vernon Power Plant. Combined, we have over 40 years of experience with the 570/571 model Rolls-Royce gas turbine installation, commissioning, troubleshooting, and repair, including similar work with other gas turbines from Siemens and General Electric. DCC and GSF have worked with this engine model since 2003, performing worldwide marine and power plant installations.

## A) Scope of Work

### 1 ) 571KF model Rolls-Royce gas turbines.

- a) Perform Semi-Annual visits
- b) Borescope and controls inspections
- c) Provide two emergency visits

### 2 ) COV Responsibilities:

- a) Provide spares or consumables as required to complete the turbine inspections.

## **3-YEAR MAINTENANCE CONTRACT**

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B) Payment Terms for Scope of Work:

- 1) Total - \$86,650.00 Per Year  
3-Year Contract Total -\$259,950.00
- 2) All work shall be organized and pre-approved by COV
- 3) Any extra work not in the SOW of this contract will be charged at a rate of \$150.00 per hour per person plus any expenses.

Terms and Conditions:

1 ) Payment 30 Days

DCC Consulting Services LLC.  
Email: [don.coletta@outlook.com](mailto:don.coletta@outlook.com)  
Bank: HANCOCK WHITNEY BANK  
Account: 1067397  
Swift Code: WHITUS44  
ABA Routing Code: 065400153

DCC will invoice COV for each payment amount, as shown in the Payment Terms.

- 2) Taxes: COV is responsible for paying any local, state, or federal sales, use, or ad valorem tax that might be assessed on DCC Services. DCC will pay any local USA, state, or federal income taxes relating to its Services.

EXHIBIT B  
EQUAL EMPLOYMENT OPPORTUNITY  
PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

## City Council Agenda Item Report

Submitted by: Andrew Eguia  
Submitting Department: Public Works  
Meeting Date: October 18, 2022

### **SUBJECT**

Reject Bids Received for City Contract No. CS-1486 North Parking Security Fencing

### **Recommendation:**

Reject all bids for City Contract No. CS-1486 to furnish and deliver security fencing to City Hall's parking structure, due to a lack of competitive bidders to compare bid prices since the total amount is significantly over the Engineer's estimate.

### **Background:**

The North Parking Security Fencing project consists of furnishing and installing 8-ft high fencing, vehicle access gates, pedestrian access gates, and staircase enclosures for City Hall's parking structure.

On August 18, 2022, the Public Works Department advertised the Notice Inviting Bids (NIB) for CS-1486 North Parking Security Fencing (Project). The NIB was posted on the City's PlanetBids website and published in a local newspaper. The bids for the Project were received and opened on September 26, 2022. The calculated results were as follows:

1. Perimeter Security Group \$420,769.11

The engineer's estimate ranged from \$265,000 to \$290,000. Based on the lone bid received totaling \$130,789.11 over the estimate and no other bids received to compare prices, staff recommends the rejection of the proposed bid. Staff is evaluating the current scope of work to be published again for bidding at a later date.

### **Fiscal Impact:**

There is no fiscal impact associated with this report.

### **Attachments:**

None.

# City Council Agenda Item Report

Submitted by: Adriana Ramos  
Submitting Department: Public Utilities  
Meeting Date: October 18, 2022

## **SUBJECT**

Purchase Order with Donaldson Company, Inc.

## **Recommendation:**

Approve the issuance of a Purchase Order with Donaldson, in an amount not-to-exceed \$104,872.80, for the purchase and delivery of combustion turbine air inlet filters needed at the Malburg Generating Station.

## **Background:**

The Vernon Public Utilities (VPU) Malburg Generating Station (MGS) uses high-efficiency particulate filtration to remove impurities from incoming combustion air to the combustion turbines (CTs), much like the air filter in an automobile. The replacement of these filters is based on a condition-based analysis, which measures efficiency loss over the life of the filters. Recent testing of these air inlet filters indicates they will likely be due for replacement by the Fall of 2022. Failure to properly filter incoming air has been linked to catastrophic turbine failures in the past. Air filtration is paramount not just for efficiency but also for the continued operational reliability of the CTs. Air inlet filters degrade over time as airborne particulates imbed and plug the filtration system resulting in the reduction of CT efficiency. Subsequently, when the filtration system is not working at its optimal level, MGS burns more fuel which causes the CT to move toward a differential pressure setpoint across the inlet/outlet of the air inlet filter, resulting in a significant reduction of output or shut down of the CT.

MGS has operated with three different mainstream air inlet filter brands installed over the past seven years (GORE, American Air Filter, and Donaldson). During this period, operating data was collected on each brand, specifically measuring the efficiency analysis and lifespan. Donaldson is not only sold at a lower price but has proven to outlast the other competitors from a factor of as much as three to one. A fourth competitor, Camfil Farr, wanted to compete for business at MGS and utilized an instrumented test trailer on site to compare their filters against Gore, American Air Filter, and Donaldson. The testing process was led by the Plant Engineer at MGS. The test results showed that the Donaldson air inlet filter was the leading performer for both efficiency and longevity compared to the other brands. With over 100 years of experience, Donaldson is one of the largest providers of unique filtration technologies and high-quality air inlet filters and parts and has been the sole supplier of combustion turbine inlet filters to MGS for years based on filter performance. Staff recommends Donaldson provide the necessary CT air inlet filters, as this will ensure the same high level of performance continues at the power plant.

The proposed Purchase Order with Donaldson is exempt from competitive bidding and competitive selection pursuant to Sections 3.32.110 (A)(5) (b) of the Vernon Municipal Code (VMC), respectively, as the equipment can be purchased under the same prices, terms and conditions as in a previous award from the City through a negotiated process and, in the opinion of the Finance Director, it is to the advantage of the City to do so. Air inlet filters from Donaldson are of superior quality, lasting on average about 24 months in comparison to other

filters that only last up to 12 months, which will result in cost savings for the City. While air inlet filter performance and cycles are generally driven by local air quality, which can vary significantly depending on projects affecting the air quality surrounding the power plant, Donaldson's air inlet filters continuously provide outstanding lasting performance.

Staff recommends approval of a Purchase Order with Donaldson, in an amount not to exceed \$104,872.80, for the proposed purchase of the CT air inlet filters needed at MGS, as Donaldson's products continuously prove superior in performance while also providing the least cost solution.

**Fiscal Impact:**

Sufficient funds for the proposed supplemental are available in the VPU Electric Fund, Malburg Generating Station Repairs and Maintenance Account No. 055.9190.590000.

**Attachments:**

[1. Donaldson Company, Inc. - Quote](#)



Donaldson Company, Inc.  
PO Box 1299, M.S. 445  
Minneapolis, MN 55440

**Quotation To:**

Vernon Malburg Generating Station  
4963 South Soto Street  
Vernon, CA 90058

**Contact:** Adriano Marki

**Quote #** QUO-114583-Q0H4M **Revision:** 1  
**Quote Reference:** W 220603 AW City of Vernon Unit 1 Filters

**Date:** 8/25/2022  
**Currency:** US Dollar

**Salesperson:** Allyse Wilcox

No	Quantity	Item	Part Description	Net Price	Ext. Price
1.	160	P039355-016-190	CYLINDRICAL ER5W5P1 W/O PREFILTER 26"L G60	\$212.00	\$33,920.00
2.	160	P039356-016-190	CONICAL ER5W5P1 W/O PREFILTER 26"L G60	\$271.00	\$43,360.00
3.	160	P039859-016-700	PREFILTER SOCK, TURBO TEK	\$69.00	\$11,040.00
4.	001		Tax	\$9,052.80	\$9,052.80
5.	001		Freight	\$7,500.00	\$7,500.00
					<b>Total:</b> <b>\$104,872.80</b>

Price does not include freight cost or taxes, unless stated above.

**Comments:**

Unless you have an agreement signed by an authorized representative of Donaldson, this order is expressly limited to and conditioned upon customer's acceptance of Donaldson's Terms of Sale ("Terms"), a current copy of which is located at [termsofsale.donaldson.com](https://termsofsale.donaldson.com). These Terms are incorporated herein by reference. By placing and/or paying for an order, Customer accepts these Terms. If you need a reprint of the Terms in place at the time of Order, please contact us.

**Lead Time:** 8 weeks  
**FCA:** Origin  
**Freight:** Prepay & Add  
**Terms:** Net 30

The prices quoted are valid for the products listed, when the Country of Ultimate Destination is U.S.A. or Canada. If the Country of Ultimate Destination is not U.S.A. or Canada, this quotation is invalid and Donaldson reserves the right to cancel any orders that will ultimately ship outside of U.S.A. or Canada.

If you have any questions or would like to place an order, please contact me directly at +1 952 8873590, toll-free at 800-431-0555, or by fax at 952-703-4712. Thank you for your consideration. We look forward to serving you.

This quotation is subject to the Donaldson Company Inc. Gas Turbine Systems Standard Terms and Conditions, which are attached.

**Any order discrepancy must be reported within 30 days after receipt of merchandise.**

Quote valid until 7/3/2022.

Yours sincerely,

**Allyse Wilcox**

Donaldson GTS  
Gas Turbine Systems



[Allyse.Wilcox@Donaldson.com](mailto:Allyse.Wilcox@Donaldson.com)

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Mobile: +1 612 2704887