THE CITY OF SAN FERNANDO

San Fernando City Council

Regular Meeting Notice and Agenda

April 17, 2017 – 6:00 PM

Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin
Vice Mayor Antonio Lopez
Councilmember Jaime Soto
Councilmember Joel Fajardo
Councilmember Robert C. Gonzales

PLEDGE OF ALLEGIANCE

Led by Mayor Sylvia Ballin

APPROVAL OF AGENDA

PRESENTATIONS

a) RECOGNITION OF CESAR CHÁVEZ ART CONTEST WINNERS
Councilmember Robert C. Gonzales

PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 17-042 approving the Warrant Register.

2) UPDATE #1: TEMPORARY REORGANIZATION OF THE COMMUNITY DEVELOPMENT DEPARTMENT DUE TO THE RESIGNATION OF THE COMMUNITY DEVELOPMENT DIRECTOR

Recommend that the City Council receive and file the report.

3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL AUDIT SERVICES

Recommend that the City Council:

a. Award a three-year Professional Services Agreement (Contract No. 1850) to Van Lant & Fankhanel, LLP in the amount not-to-exceed $97,700 to provide professional auditing services for Fiscal Years ending June 30, 2017 through June 30, 2019, with an option to renew for one additional year for an amount not-to-exceed $33,300; and

b. Authorize the Interim City Manager to execute the agreement.

4) CONSIDERATION TO APPROVE AN EXCHANGE AGREEMENT – CONVERSION OF FEDERAL SURFACE TRANSPORTATION PROGRAM LOCAL (STP-L) FUNDS TO FLEXIBLE FUNDS WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Recommend that the City Council:

a. Approve an Exchange Agreement and Assignment of Federal Surface Transportation Program – Local Funds (Contract No. 1849) with the Los Angeles County Metropolitan Transportation Authority; and

b. Authorize the Interim City Manager to execute the Agreement.

5) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE INSERTED CATCH BASIN MAINTENANCE WITH G2 CONSTRUCTION, INC.

Recommend that the City Council:

a. Approve plans and specifications for the Citywide Inserted Catch Basin Maintenance;

b. Accept the lowest responsive bid from G2 Construction, Inc. for the maintenance services;

c. Authorize the Interim City Manager to enter into a three-year Professional Services Agreement (Contract No. 1848) with G2 Construction, Inc. for Citywide Inserted Catch Basin Maintenance, contingent on funds being appropriated in Fiscal Year 2017-2018 approved budget, in an amount not-to-exceed $59,466.00 per year with two optional one-year extensions, not-to-exceed $59,466.00 per year CPI.; and

d. Establish an amount of approximately 9% of the contract amount ($5,534), as a contingency, to cover the cost of unforeseen expenses

6) CONSIDERATION TO APPROVE AN AMENDMENT TO THE CITY CLERK EMPLOYMENT AGREEMENT

Recommend that the City Council approve an amendment to the City Clerk Employment Agreement (Contract No. 1804(a)).

7) CONSIDERATION TO APPROVE A VEHICLE DONATION FROM THE CITY OF VERNON

Recommend that the City Council:

a. Approve the acceptance of a donation of a 2004 Ford Crown Victoria (VIN: 2FAHP71W24X149906) to the San Fernando Police Department from the City of Vernon; and

b. Authorize the Interim City Manager to execute the Deed of Gift and Donation Agreement and Release (Contract No. 1851).

ADMINISTRATIVE REPORTS

8) UPDATE #1: STATUS OF PROGRESS BY VISTA DEL VALLE AD HOC COMMITTEE

Recommend that the City Council receive and file the report.

9) REVIEW OF PRIOR YEARS' CITY-WIDE STRATEGIC GOALS AND CITY COUNCIL PRIORITIES AND WORK PROGRAM DISCUSSION FOR FISCAL YEAR 2017-2018

Recommend that the City Council:

a. Receive an update from staff on the status of prior years' City-wide goals and City Council priorities; and

b. Provide direction to staff related to City-wide Strategic Goals and City Council Priorities to guide preparation of the Fiscal Year 2017-2018 budget.

10) CONSIDERATION OF A NEW TRIAL PARKING METERS PROGRAM WITH IPS GROUP, INC.

Recommend that the City Council:

a. Approve a trial Parking Meter Program to test thirty (30) on-street, smart technology, single-space IPS M5 parking meters within the City limits;

b. Authorize a minimum meter fee of $1.00 for credit card transactions during the trial period;

c. Authorize the Interim City Manager to execute a Trial Parking Meter Equipment and Related Services Agreement (Contract No. 1852) with IPS Group for ninety (90) days, with an additional 30-day extension option, to test thirty (30) M5 single user parking meters provided by IPS Group and the web based Data Management System; and

d. Direct staff to report back all findings and results to the City Council no later than 90 days after the completion of the trial Parking Meter Program.

11) TRAFFIC UPDATE

Recommend that the City Council receive and file the report.

12) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT FOR ALEXANDER STREET IMPROVEMENTS BETWEEN FIRST STREET AND FOURTH STREET, CDBG PROJECT NO. 601819-16 JOB NO. 7596, PLAN NO. P-723

Recommend that the City Council:

a. Approve plans and specifications for the Alexander Street improvements between First Street and Fourth Street, CDBG Project No. 601819-16, Job No. 7596, Plan No. P-723;

b. Accept the lowest responsive bid from All American Asphalt for construction of these improvements;

c. Authorize the Interim City Manager to execute a Construction Contract with All American Asphalt, (Contract No. 1847) for an amount not to exceed $143,979.12; and

d. Establish an amount of 20% of the contract amount ($28,795.82), as a contingency, to cover the cost of unforeseen construction expenses.

13) CONSIDERATION TO ADOPT A RESOLUTION COMMEMORATING THE VICTIMS OF THE ARMENIAN GENOCIDE

This item is placed on the agenda by Councilmember Joel Fajardo.

CITY COUNCIL - LIAISON UPDATES

DEPARTMENT HEADS - COMMISSION UPDATES

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Elena G. Chávez, CMC
City Clerk
Signed and Posted: April 12, 2017 (5:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.

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Regular Meeting
San Fernando City Council

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager
By: Sonia Gomez-Garcia, Interim Finance Director

Date: April 17, 2017

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 17-042 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Handwritten checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Finance Director hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Finance Director hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution No. 17-042

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

ATTACHMENT "A"

RESOLUTION NO. 17-042

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 17-042

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 17th day of April, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17th day of April, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist 04/11/2017 9:21:35AM — **Voucher List** — CITY OF SAN FERNANDO — Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205449	4/17/2017	892287 99 CLEANERS	8377		ENP TOWEL CLEANING SERVICE	
					115-422-3750-4300	10.00
			8378		ENP TOWEL CLEANING SERVICE	
					115-422-3750-4300	16.00
					Total :	**26.00**
205450	4/17/2017	892033 A PANORAMA FLOWERS	111416		LP SENIOR CLUB PLANTS	
					004-2380	191.98
					Total :	**191.98**
205451	4/17/2017	100031 A-1 LAWNMOWER INC.	76420		DRIVE BELT-PK0083	
					041-320-0390-4400	68.90
					Total :	**68.90**
205452	4/17/2017	890104 ABBA TERMITE & PEST CONTROL	31463		BEE HIVE REMOVAL FROM METER BO.	
					070-383-0000-4260	95.00
					Total :	**95.00**
205453	4/17/2017	100066 ADS ENVIRONMENTAL SERVICES,INC	22206.11-0317		ON CALL MAINTENANCE SERVICES FC	
				11550	072-360-0000-4260	11,260.00
					Total :	**11,260.00**
205454	4/17/2017	888356 ADVANCED AUTO REPAIR	1110		VEHICLE MAINT-PD3031	
					041-320-0225-4400	400.10
			1111		VEHICLE MAINT - PD4958	
					041-320-0224-4400	474.90
			1112		VEHICLE MAINT-PD4985	
					041-320-0225-4400	498.81
			1113		VEHICLE MAINT-PD4994	
					041-320-0225-4400	1,941.66
					Total :	**3,315.47**
205455	4/17/2017	892493 AG SPORTS PRINTING & TROPHIES	040417		TROPHIES	
					017-420-1328-4300	18.62
					017-420-1334-4300	82.12
					Total :	**100.74**

vchlist 04/11/2017 9:21:35AM — **Voucher List** — CITY OF SAN FERNANDO — Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205456	4/17/2017	890488 AGUILA, ISMAEL	REIMB.		WELLNESS BENEFIT REIMB	
					001-420-0000-4140	251.00
			REIMB.		REIMB-PARK CLEAN UP-SNACKS & WA	
					001-420-0000-4300	30.69
					Total :	**281.69**
205457	4/17/2017	887377 AKEMON, DOLORES	APRIL 2017		COMMISISONER'S STIPEND	
					001-310-0000-4111	50.00
					Total :	**50.00**
205458	4/17/2017	889043 ALADIN JUMPERS	030217		TABLE CLOTHES RENTAL	
					001-420-0000-4260	69.50
					Total :	**69.50**
205459	4/17/2017	100143 ALONSO, SERGIO	MAR 2017		MMAP INSTRUCTOR	
					109-424-3618-4260	1,400.00
					Total :	**1,400.00**
205460	4/17/2017	892527 ALVARADO, JUAN E.	2000009.003		SENIOR TRIP REFUND	
					004-2383	100.00
					Total :	**100.00**
205461	4/17/2017	100141 ALVAREZ, LINA	03/18/17-03/31/17		ENP CONTRACT FOOD SERVICE PROV	
				11533	115-422-3750-4270	252.00
					Total :	**252.00**
205462	4/17/2017	888321 ARRIZON, FRANCISCO	APRIL 2017		COMMISSIONER'S STIPEND	
					001-310-0000-4111	50.00
					Total :	**50.00**
205463	4/17/2017	100222 ARROYO BUILDING MATERIALS, INC	186228		COLORED CONCRETE-4TH & MACLAY	
					015-310-0866-4600	87.75
					Total :	**87.75**
205464	4/17/2017	891209 AUTONATION SSC	228467		VEHICLE MAINT-PD9476	
					041-320-0228-4400	89.82
			228758		VEHICLE MAINT-PD4994	
					041-320-0225-4400	64.17

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205464	4/17/2017	891209 AUTONATION SSC	(Continued)			
			229176		COOLANT	
					041-1215	408.73
					Total :	**562.72**
205465	4/17/2017	892516 BANUELOS, FAUSTINO	62-1520-15		WATER ACCT REFUND-456 HARPS	
					070-2010	92.47
					Total :	**92.47**
205466	4/17/2017	891796 BATTERY SYSTEMS INC	3915276		BATTERY FOR GENERATOR	
					070-384-0000-4400	279.07
					Total :	**279.07**
205467	4/17/2017	100405 BONANZA CONCRETE, INC.	56223		FY17 CONCRETE SIDEWALK WORK	
				11489	015-310-0866-4600	1,010.48
			56297		FY17 CONCRETE SIDEWALK WORK	
				11489	015-310-0866-4600	524.40
			56354		FY17 CONCRETE SIDEWALK WORK	
				11489	015-310-0866-4600	682.81
					Total :	**2,217.69**
205468	4/17/2017	889345 BSN SPORTS INC	98850393		SOFTBALLS FOR LEAGUE	
					017-420-1334-4300	269.46
					Total :	**269.46**
205469	4/17/2017	887810 CALGROVE RENTALS, INC.	72930-1		BOOM LIFT RENTAL-LIGHTING REPAIR	
					043-390-0000-4260	376.00
					Total :	**376.00**
205470	4/17/2017	891860 CARL WARREN & COMPANY	10252-10256		REIMB.OF ITF ACCT (LIABILITY CLAIMS	
					006-1037	11,791.29
					Total :	**11,791.29**
205471	4/17/2017	890286 CCMS INC	2017-10410		WORKER'S COMP ADMIN FEE	
					001-106-0000-4270	1,500.00
					Total :	**1,500.00**
205472	4/17/2017	892518 CHAVEZ, RUBY	39-1165-02		WATER ACCT REFUND-1346 KEWEN	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205472	4/17/2017	892518 CHAVEZ, RUBY	(Continued)			
					070-2010	30.63
					Total :	**30.63**
205473	4/17/2017	892305 CISNEROS, GRACE	2000008.003		SENIOR TRIP REFUND	
					004-2383	50.00
					Total :	**50.00**
205474	4/17/2017	103029 CITY OF SAN FERNANDO	17226-17263		REIMB. TO WORKERS COMP ACCT	
					006-1035	18,644.15
					Total :	**18,644.15**
205475	4/17/2017	100735 COASTAL AIR	C2914		A/C PERVENTIVE MAINT-120 MACNEIL	
					043-390-0000-4260	360.00
			C2915		A/C PERVENTIVE MAINT - LP PARK	
					043-390-0000-4260	620.00
			C2916		A/C PERVENTIVE MAINT - HERITAGE P.	
					043-390-0000-4260	98.00
			C2917		A/C PERVENTIVE MAINT-501 FIRST	
					043-390-0000-4260	195.00
			C2918		A/C PERVENTIVE MAINT - REC PARK	
					043-390-0000-4260	565.00
					Total :	**1,838.00**
205476	4/17/2017	100805 COOPER HARDWARE INC.	104617		MISC SUPPLIES	
					070-383-0301-4300	76.88
			104667		MISC SUPPLIES	
					072-360-0000-4310	17.99
					Total :	**94.87**
205477	4/17/2017	100810 COPWARE, INC.	83745		SITE LICENSE-CA. PEACE OFFICERS L	
					001-135-0000-4260	840.00
					Total :	**840.00**
205478	4/17/2017	892531 CORTEZ, BEATRIZ	2000013.003		SENIOR TRIP REFUND	
					004-2383	235.00
					Total :	**235.00**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205479	4/17/2017	887121 DELL MARKETING L.P.	10157613918		VLA OFFICE STD 2016 / VLA ACROBAT	
				11563	001-130-0000-4300	605.34
					Total :	**605.34**
205480	4/17/2017	892522 DEPONTE, JESSICA	35-0350-09		WATER ACCT REFUND-1428 HOLLISTE	
					070-2010	35.05
					Total :	**35.05**
205481	4/17/2017	891533 DEXMEDIA	610031958469		DOMAIN REGISTRATION & E-MAIL	
					001-190-0000-4220	56.73
					Total :	**56.73**
205482	4/17/2017	101010 DUTHIE POWER SERVICES INC.	A39733		GENERATOR ANNUAL SERVICE	
					070-384-0000-4400	756.55
			A39735		GENERATOR ANNUAL SERVICE	
					070-384-0000-4400	669.99
					Total :	**1,426.54**
205483	4/17/2017	890879 EUROFINS EATON ANALYTICAL, INC	L0311473		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	24.00
			L0311499		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0312511		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0312898		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	164.00
			L0312909		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0312917		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0312965		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0313001		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.60
			L0313199		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	164.00
			L0313451		WATER ANALYSIS FOLDERS	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205483	4/17/2017	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
					070-384-0000-4260	164.00
					Total :	**1,353.60**
205484	4/17/2017	103851 EVERSOFT, INC.	R1654967		SOFTENER-WELL 2A	
					070-384-0000-4260	74.39
			R1664469		SOFTNER-WELL 2A	
					070-384-0000-4260	74.39
					Total :	**148.78**
205485	4/17/2017	889871 EXOVA INC.	40671148		CHROMIUM & HEXAVALENT CHROMIUI	
					070-384-0000-4260	2,825.00
					Total :	**2,825.00**
205486	4/17/2017	101147 FEDEX	5-755-88997		COURIER SERVICE	
					001-190-0000-4280	52.90
					Total :	**52.90**
205487	4/17/2017	892267 FIERRO, NANCY	MAR 2017		ZUMBA INSTRUCTOR	
					017-420-1337-4260	60.00
					Total :	**60.00**
205488	4/17/2017	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER PHONE LINE	
					070-384-0000-4220	50.72
			209-151-4939-102990		HOLD MUSIC PHONE LINE	
					001-190-0000-4220	46.61
			209-188-4361-031792		RCS PHONE LINES	
					001-422-0000-4220	104.35
			209-188-4362-031792		POLICE MAJOR PHONE LINES	
					001-222-0000-4220	1,142.76
			209-188-4363-031892		VARIOUS PHONE LINES	
					001-190-0000-4220	78.36
					070-384-0000-4220	211.17
					001-420-0000-4220	237.80
			818-361-6728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	28.26
			818-365-5097-120298		POLICE NARCOTICS VAULT PHONE LIN	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205488	4/17/2017	892198 FRONTIER COMMUNICATIONS	(Continued)			
					001-222-0000-4220	23.24
			818-837-1509-032207		PUBLIC WORKS PHONE LINE	
					001-190-0000-4220	28.17
			818-838-4969-021803		PD ALARM PANEL PHONE LINE	
					001-222-0000-4220	109.98
					Total :	**2,061.42**
205489	4/17/2017	891885 GANIR-MARTINEZ, ARLENE	MAR 2017		YOGA INSTRUCTOR	
					017-420-1337-4260	60.00
					Total :	**60.00**
205490	4/17/2017	892530 GERARDO, NORMA	2000012.003		SENIOR TRIP REFUND	
					004-2383	215.00
					Total :	**215.00**
205491	4/17/2017	889532 GILMORE, REVA A.	03/18/17-03/31/17		ENP FOOD SERVICE PROVIDER-MEAL	
				11534	115-422-3750-4270	344.50
				11534	115-422-3752-4270	78.00
					Total :	**422.50**
205492	4/17/2017	892520 GLENN, LORRAINE	50-3245-01		WATER ACCT REFUND-1209 PHILLIPPI	
					070-2010	309.12
					Total :	**309.12**
205493	4/17/2017	891664 GOLDEN TOUCH CLEANING, INC	63811		MAR-JANITORIAL SERVICES CONTRAC	
				11437	043-390-0000-4260	13,345.50
					Total :	**13,345.50**
205494	4/17/2017	889535 GOMEZ, GILBERT	03/18/17-03/31/17		ENP CONTRACT HDM DRIVER	
				11535	115-422-3752-4270	189.00
				11535	115-422-3752-4390	45.90
					Total :	**234.90**
205495	4/17/2017	101376 GRAINGER, INC.	9400569431		REPLACEMENT SWITCHES	
					043-390-0000-4300	14.69
					Total :	**14.69**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205496	4/17/2017	101434 GUZMAN, JESUS ALBERTO	MAR 2017		MMAP INSTRUCTOR	
					108-424-3639-4260	600.00
					109-424-3618-4260	900.00
					Total :	**1,500.00**
205497	4/17/2017	888646 HD SUPPLY WATER WORKS, LTD	G892459		INVENTORY SUPPLY PURCHASES	
				11442	070-385-0701-4500	191.97
			G893953		INVENTORY SUPPLY PURCHASES	
				11442	070-385-0701-4500	2,660.51
					Total :	**2,852.48**
205498	4/17/2017	888309 HI 2 LO VOLTAGE WIRING CO, INC	17690		MONITORING FEES 04/01/17-06/30/17	
					001-222-0000-4260	75.00
					Total :	**75.00**
205499	4/17/2017	102307 HI WAY SAFETY RENTALS, INC.	56633		ORANGE SAFETY VEST	
					072-360-0000-4310	27.70
					Total :	**27.70**
205500	4/17/2017	101599 IMAGE 2000 CORPORATION	104688		VARIOUS COPIER MAINT CONTRACT 0	
					001-135-0000-4260	768.68
					072-360-0000-4450	25.94
					001-135-0000-4260	148.73
			71016		FREIGHT COST FOR TONER-REC PARI	
					001-420-0000-4300	8.50
			97611		FREIGHT CHARGE-TONER-PW COPY M	
					041-320-0000-4300	8.50
					Total :	**960.35**
205501	4/17/2017	891570 INNOVATIVE TELECOM. SYSTEMS	2057		TELEPHONE EQUIPMENT MAINT-MAY 2	
					001-190-0000-4260	395.00
					Total :	**395.00**
205502	4/17/2017	891777 IRRIGATION EXPRESS	15077236-00		MATL'S FOR IRRIG REPAIRS	
					043-390-0000-4300	8.31
			15077260-00		MATL'S FOR IRRIG REPAIRS	
					043-390-0000-4300	18.62

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205502	4/17/2017	891777 891777 IRRIGATION EXPRESS	(Continued)		**Total :**	**26.93**
205503	4/17/2017	101688 J & R AUDIO	3560		WIRELESS SOUND SYSTEM-8 JAM SES	
					001-424-0000-4260	980.00
					Total :	**980.00**
205504	4/17/2017	892533 J GUZMAN ENTERTAINMENT	11011		MARIACHI WORKSHOP REGISTERATIC	
					001-424-0000-4430	2,030.00
					Total :	**2,030.00**
205505	4/17/2017	889680 JIMENEZ LOPEZ, JUAN MANUEL	MAR 2017		MMAP INSTRUCTOR	
					109-424-3618-4260	450.00
					108-424-3639-4260	300.00
					Total :	**750.00**
205506	4/17/2017	102387 K.R. NIDA CORPORATION	17001281		2-WAY RADIO INSTALL-WA0510	
					041-320-0370-4400	1,098.01
			17001283		2-WAY RADIO INSTALL-WA9977	
					070-383-0000-4400	1,098.01
					Total :	**2,196.02**
205507	4/17/2017	101768 KIMBALL-MIDWEST	5453597		GLOVES	
					027-344-0301-4300	58.69
					Total :	**58.69**
205508	4/17/2017	888138 KOPPL PIPELINE SERVICES, INC.	17241		WATER LINE TEST & TAP SERVICE-140	
					070-383-0000-4260	410.00
					Total :	**410.00**
205509	4/17/2017	892083 KTB CONSTRUCTION	33-0207-01		WATER ACCT REFUND-129 S BRAND	
					070-2010	54.81
					Total :	**54.81**
205510	4/17/2017	892032 KUHFUSS, DESIREE	MAR 2017		MAT PILATES INSTRUCTOR	
					017-420-1337-4260	60.00
					Total :	**60.00**
205511	4/17/2017	101971 L.A. MUNICIPAL SERVICES	794-750-1000		ELECTRIC - 13186 DRONFIELD	

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205511	4/17/2017	101971 L.A. MUNICIPAL SERVICES	(Continued)			
					070-384-0000-4210	74.28
					Total :	**74.28**
205512	4/17/2017	101872 LEAGUE OF CALIFORNIA CITIES	103870		2017 LOCAL STREETS & ROADS NEED	
					001-310-0000-4380	200.00
					Total :	**200.00**
205513	4/17/2017	101936 LOCAL GOVERNMENT PUBLICATIONS	201848		2017 UPDATES-LONGTIN'S CA. LAND U	
					001-150-0000-4300	129.49
					Total :	**129.49**
205514	4/17/2017	102003 LOS ANGELES COUNTY	RE-PW-16121305210		CATCH BASINS PROJECT-NOV 2016	
				11560	070-384-0842-4260	1,135.70
			RE-PW-17020806594		CATCH BASINS PROJECT-JAN 2017	
				11560	070-384-0842-4260	677.00
					Total :	**1,812.70**
205515	4/17/2017	891652 MARCARELLO, CHRIS	FALL2016		TUITION REIMBURSEMENT	
					001-310-0000-4365	2,550.00
					Total :	**2,550.00**
205516	4/17/2017	889533 MARTINEZ, ANITA	03/18/17-03/31/17		ENP CONTRACT FOOD SERVICE PROV	
				11536	115-422-3750-4270	189.00
					Total :	**189.00**
205517	4/17/2017	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINES	
					007-440-0441-4220	33.02
					Total :	**33.02**
205518	4/17/2017	891054 MEJIA, YVONNE G	MARCH 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	**50.00**
205519	4/17/2017	891254 MEYER GLOBAL INC	15850		TRAFFIC SIGNAL FILTER REPL	
					001-371-0301-4300	328.38
					Total :	**328.38**

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205520	4/17/2017	102226 MISSION LINEN & UNIFORM	504578914		LAUNDRY	
					001-225-0000-4350	100.55
			504601289		LAUNDRY	
					001-225-0000-4350	92.63
			504619126		LAUNDRY	
					001-225-0000-4350	103.44
			504647803		LAUNDRY	
					001-225-0000-4350	76.86
					Total :	**373.48**
205521	4/17/2017	889611 MORRISON MANAGEMENT SPECIALIST	18845201733101		LP SENIOR MEALS - MAR 2017	
					115-422-3750-4260	4,678.75
					115-422-3752-4260	2,655.25
					Total :	**7,334.00**
205522	4/17/2017	891328 MS NAVARRO ENGINEERING	2116		RELEASED RETENTION-NITRATE REM	
					070-2037	57,784.24
					Total :	**57,784.24**
205523	4/17/2017	891328 MS NAVARRO ENGINEERING	2117		12900 DRONFIELD SITE PREP & ELECT	
				11127	070-384-0857-4600	15,493.73
				11127	070-385-0857-4600	18,014.71
					070-2037	-3,350.84
					Total :	**30,157.60**
205524	4/17/2017	888869 MUNITEMPS STAFFING	127108		TEMPORARY STAFFING SERVICES-FIN	
				11549	001-130-0000-4112	5,400.00
			127142		TEMPORARY STAFFING SERVICES-FIN	
				11549	001-130-0000-4112	4,800.00
					Total :	**10,200.00**
205525	4/17/2017	102325 NAPA AUTO PARTS	925881		CUP HOLDER-EL1657	
					027-344-0000-4400	3.91
					Total :	**3.91**
205526	4/17/2017	891355 NAREZ, FABIAN	MAR 2017		MMAP MENTOR INSTRUCTOR	
					109-424-3618-4260	180.00

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205526	4/17/2017	891355 891355 NAREZ, FABIAN	(Continued)		**Total :**	**180.00**
205527	4/17/2017	102403 NOW IMAGE PRINTING	2017047		VENDOR DECALS	
					001-130-0000-4300	710.13
					Total :	**710.13**
205528	4/17/2017	102432 OFFICE DEPOT	2044139730		OFFICE SUPPLIES	
					001-420-0000-4300	4.60
			2048531132		OFFICE SUPPLIES	
					001-422-0000-4300	72.04
			2048531133		OFFICE SUPPLIES	
					001-422-0000-4300	11.30
			2048889800		OFFICE SUPPLIES	
					001-422-0000-4300	73.50
			2050838746		OFFICE SUPPLIES	
					001-222-0000-4300	25.06
			910574046001		OFFICE SUPPLIES	
					070-381-0000-4300	25.24
			912406898001		RETURNED OFFICE SUPPLIES	
					070-381-0000-4300	-25.24
			913468808001		OFFICE SUPPLIES	
					001-310-0000-4300	221.71
			913468987001		OFFICE SUPPLIES	
					001-310-0000-4300	7.42
			913787213001		OFFICE SUPPLIES	
					001-115-0000-4300	34.01
			914848486001		OFFICE SUPPLIES	
					001-370-0301-4300	112.52
			914848872001		OFFICE SUPPLIES	
					001-370-0301-4300	15.87
			914848873001		OFFICE SUPPLIES	
					070-384-0000-4300	18.57
			915572654001		OFFICE SUPPLIES	
					001-310-0000-4300	82.45
					Total :	**679.05**
205529	4/17/2017	892532 O'KELLY, NANCY G.	120216		DAMAGE CLAIM REIMBURSEMENT	

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205529	4/17/2017	892532 O'KELLY, NANCY G.	(Continued)			
					006-190-0000-4800	165.60
					Total :	**165.60**
205530	4/17/2017	890095 O'REILLY AUTOMOTIVE STORES INC	4605-234100		FLOOR MATS-EL1657	
					027-344-0000-4400	27.30
			4605-234424		HITCH-PW0509	
					041-320-0311-4400	173.27
			4605-235494		GAS CANS	
					001-346-0000-4310	49.13
			4605-235639		HITCH LOCK-PW0509	
					041-320-0311-4400	18.56
			4605-235645		CREDIT ITEM RETURNED-PW0509	
					041-320-0311-4400	-3.28
			4605-235646		FLOOR MATS-PW0509	
					041-320-0311-4400	27.30
					Total :	**292.28**
205531	4/17/2017	892524 ORNELAS, ALEXANDRO	54-0802-12		WATER ACCT REFUND-1410 SEVENTH	
					070-2010	22.02
					Total :	**22.02**
205532	4/17/2017	892023 PAETEC	68923059		PHONE SERVICE 03/18/17-04/17/17	
					001-222-0000-4220	678.23
					001-420-0000-4220	908.98
					070-384-0000-4220	495.33
					001-190-0000-4220	1,791.44
					Total :	**3,873.98**
205533	4/17/2017	102506 PANTOJA, DANITZA	MARCH 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	**50.00**
205534	4/17/2017	892360 PARKING COMPANY OF AMERICA	INVM0010739		TRANSIT SERVICE-FEB 2017	
				11457	008-313-0000-4260	6,040.37
				11457	007-313-0000-4260	13,047.97
				11457	007-440-0442-4260	21,820.74

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205534	4/17/2017	892360 892360 PARKING COMPANY OF AMERICA	(Continued)		**Total :**	**40,909.08**
205535	4/17/2017	889763 PEREZ-HELLIWELL, JENNIFER	APRIL 2017		COMMISSIONER'S STIPEND	
					001-310-0000-4111	50.00
					Total :	**50.00**
205536	4/17/2017	887646 PLUMBERS DEPOT INC	PD-34412		LEADER HOSE & SEWER JET	
					072-360-0000-4310	205.96
					Total :	**205.96**
205537	4/17/2017	102688 PROFESSIONAL PRINTING CENTERS	32359		NOTICE OF CORRECTION FORMS	
					001-222-0000-4300	553.90
					Total :	**553.90**
205538	4/17/2017	887220 R.S. BUS LINES INC.	6184		MMAP BUS TO ATTEND VISELIA WORK	
					109-424-3618-4260	3,150.00
					Total :	**3,150.00**
205539	4/17/2017	892391 RAMIREZ, JR., HECTOR	MAR 2017		EXERCISE INSTRUCTOR	
					017-420-1337-4260	60.00
					Total :	**60.00**
205540	4/17/2017	102779 RAMIREZ, THOMAS	MAR 2017		KARATE INSTRUCTOR	
					017-420-1326-4260	630.00
					Total :	**630.00**
205541	4/17/2017	892521 REAL ESTATE BLVD LLC	Ref000275210		WATER ACCT REFUND-1335 WOODWC	
					070-2010	196.04
					Total :	**196.04**
205542	4/17/2017	891881 REMENIH, MICHAEL	MARCH 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	**50.00**
205543	4/17/2017	889602 RESPOND SYSTEMS	296521		FIRST AID KIT	
					001-310-0000-4300	283.18
					Total :	**283.18**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205544	4/17/2017	891377 REYES, JOSE	03/18/17-03/31/17		ENP CONTRACT HDM DRIVER	
				11537	115-422-3752-4390	55.08
				11537	115-422-3752-4270	189.00
					Total :	**244.08**
205545	4/17/2017	892300 RJM DESIGN GROUP, INC	31784		PARK MASTER PLAN CONSULTANT	
				11413	001-420-0000-4260	9,526.85
				11413	017-420-1396-4260	1,036.40
					Total :	**10,563.25**
205546	4/17/2017	102666 ROADRUNNER PREFERRED	549-188		COURIER SERVICE	
					001-222-0000-4260	206.00
					Total :	**206.00**
205547	4/17/2017	887296 ROBLEDO, OLIVIA	MARCH 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	**50.00**
205548	4/17/2017	892359 RODRIGUEZ, DESIREE	REIMB.		MILEAGE REIMB-DELIVERY OF FLYERS	
					001-420-0000-4360	4.01
					Total :	**4.01**
205549	4/17/2017	892523 RODRIGUEZ, JOSE	31-0998-06		WATER ACCT REFUND-306 MACNEIL	
					070-2010	1.98
					Total :	**1.98**
205550	4/17/2017	892517 ROMERO, ALBERT	50-2565-04		WATER ACCT REFUND-1300 KNOX	
					070-2010	30.31
					Total :	**30.31**
205551	4/17/2017	887872 ROSENBERG, IRWIN	REIMB.		REIMB-AIRFARE CHARGE/CHANGE IN	
					001-222-0000-4380	170.00
					Total :	**170.00**
205552	4/17/2017	102930 ROYAL WHOLESALE ELECTRIC	8901-741582		LAMP REPLACEMENTS - PARK AVE	
					027-344-0301-4300	199.23
			8901-741610		REPLACEMENT LIGHTS-PARK AVE	
					027-344-0301-4300	185.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205552	4/17/2017	102930 ROYAL WHOLESALE ELECTRIC	(Continued)			
			8901-741697		MATL'S FOR KNOCKDOWN @ PARK AV	
					027-344-0301-4300	1,882.63
			8901-742154		STREET LIGHT REPL-PARK AVE	
					027-344-0301-4300	200.10
					Total :	**2,467.92**
205553	4/17/2017	890362 RTB BUS LINE	17205		TRANSPORTATION-PARENT ADVOCATI	
					007-440-0443-4260	1,644.00
					Total :	**1,644.00**
205554	4/17/2017	892526 SALDS, REYNA	2000007.003		SENIOR TRIP REFUND	
					004-2383	10.00
					Total :	**10.00**
205555	4/17/2017	892528 SAMANO, BEATRIZ	2000010.003		SENIOR TRIP REFUND	
					004-2383	235.00
					Total :	**235.00**
205556	4/17/2017	103010 SAM'S CLUB DIRECT, #0402814188546	0755		REFRESHMENTS FOR COMMUNITY FC	
					001-420-0000-4300	66.14
			2169		REFRESHMENTS FOR COMMUNITY FC	
					001-420-0000-4300	46.13
					Total :	**112.27**
205557	4/17/2017	892416 SANCHEZ, KARLA	MAR 2017		ZUMBA INSTRUCTOR	
					017-420-1337-4260	180.00
					Total :	**180.00**
205558	4/17/2017	891064 SIEMENS INDUSTRY INC	5610059130		ON-CALL TRAFFIC SIGNAL MAINTENAN	
				11485	001-370-0301-4300	3,450.00
					Total :	**3,450.00**
205559	4/17/2017	103172 SKAUG TRUCK BODY WORKS	38076		BIN DIVIDERS-PW1657	
					027-344-0000-4400	137.66
					Total :	**137.66**
205560	4/17/2017	103184 SMART & FINAL	160593		ENP SUPPLIES	

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205560	4/17/2017	103184 SMART & FINAL	(Continued)			
					115-422-3750-4300	158.12
					Total :	**158.12**
205561	4/17/2017	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC - VARIOUS FACILITIES	
					043-390-0000-4210	3,545.71
					Total :	**3,545.71**
205562	4/17/2017	103251 STANLEY PEST CONTROL	920495		PEST CONTROL @ PD	
					043-390-0000-4260	94.00
					Total :	**94.00**
205563	4/17/2017	889149 STAPLES BUSINESS ADVANTAGE	8043664647		BREAK ROOM SUPPLIES	
					001-190-0000-4300	167.45
					Total :	**167.45**
205564	4/17/2017	100540 STATE CONTROLLER'S OFFICE	FAUD-00000829		ANNUAL STREET REPORT-FY 15/16	
					011-311-0000-4270	2,365.20
					Total :	**2,365.20**
205565	4/17/2017	892266 TAKASAWA, KEIKO	MAR 2017		ZUMBA INSTRUCTOR	
					017-420-1337-4260	60.00
					Total :	**60.00**
205566	4/17/2017	101528 THE HOME DEPOT CRC, ACCT#603532202490	1062274		PLUMBING MATL'S-REC PARK RESTRC	
					043-390-0000-4300	57.82
			2030577		SMALL TOOLS	
					043-390-0000-4300	903.50
			2030578		MATL'S FOR MAINT OF RESTROOMS-L	
					043-390-0000-4300	58.33
			2030579		TOOLS FOR MAINT	
					043-390-0000-4300	120.08
			244927		CIVIC CENTER PLANTS	
					043-390-0000-4300	26.13
			244928		MAINT MATL'S-LOPEZ HOUSE	
					043-390-0000-4300	153.71
			4030389		MISC SUPPLIES	

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205566	4/17/2017	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
					070-383-0301-4300	104.25
			5061641		GRAFFITI REMOVAL SUPPLIES	
					001-152-0000-4300	964.27
			60519		MATL'S TO REPAIR GATEWAY SIGN	
					043-390-0000-4300	289.46
					Total :	**2,677.55**
205567	4/17/2017	101024 THE VALLEY ECONOMIC ALLIANCE	3045		SURVEY ASSISTANCE-"COST OF DOIN	
					001-190-0000-4267	2,500.00
					Total :	**2,500.00**
205568	4/17/2017	103903 TIME WARNER CABLE	8448-20-054-0010328		CABLE-CITY HALL-04/05/17-05/04/17	
					001-190-0000-4220	89.96
			8448-20-054-0010518		CABLE-REC PARK (03/29-04/28)	
					001-420-0000-4260	201.58
			8448-20-054-0222204		CABLE-PW OPS CENTER (03/29/17-04/2	
					043-390-0000-4260	94.19
					Total :	**385.73**
205569	4/17/2017	892529 TITEMUS, MARTHA	2000011.003		SENIOR TRIP REFUND	
					004-2383	235.00
					Total :	**235.00**
205570	4/17/2017	892525 T-MOBILE	958769818		HOTSPOT & TABLET	
					001-420-0000-4220	23.96
					Total :	**23.96**
205571	4/17/2017	887591 TOM BROHARD & ASSOCIATES	2017-13		ON-CALL ENGINEERING SERVICES	
				11474	001-310-0000-4270	550.00
					Total :	**550.00**
205572	4/17/2017	891311 TORRES, RITA	03/18/17-03/31/17		ENP CONTRACT FOOD SERVICE PRO\	
				11538	115-422-3750-4270	141.75
				11538	115-422-3752-4270	15.75
					Total :	**157.50**
205573	4/17/2017	890010 TOTAL PRINTING SUPPLIES	17095		HP CARTRIDGES	

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205573	4/17/2017	890010 TOTAL PRINTING SUPPLIES	(Continued)			
					001-310-0000-4300	763.00
					Total :	**763.00**
205574	4/17/2017	888076 TRUJILLO GRADING & PAVING CO.	62141		MISCELLANEOUS TRENCH REPAIR	
				11557	070-383-0000-4260	1,575.00
			62142		MISCELLANEOUS TRENCH REPAIR	
				11557	070-383-0000-4260	1,775.00
					Total :	**3,350.00**
205575	4/17/2017	103445 UNDERGROUND SERVICE ALERT	320170682		(36) USA DIGALERT TICKETS	
					070-381-0000-4260	54.00
					Total :	**54.00**
205576	4/17/2017	888241 UNITED SITE SERVICES OF CA INC	114-5112488		PORTABLE TOILET RENTAL-REC PARK	
					001-420-0000-4260	164.99
					Total :	**164.99**
205577	4/17/2017	890076 URBAN RESTORATION GROUP	00017794		GRAFFITI REMOVAL SUPPLIES	
					001-152-0000-4300	511.82
					Total :	**511.82**
205578	4/17/2017	103534 VALLEY LOCKSMITH	4249		TRANSFER SWITH REPLACED-WELL 7.	
					070-384-0000-4330	74.43
					Total :	**74.43**
205579	4/17/2017	891797 VALLEY POWER REPAIRS	2569		MATL'S FOR HEDGE TRIMMER MAINT	
					043-390-0000-4300	160.99
					Total :	**160.99**
205580	4/17/2017	100101 VERIZON WIRELESS-LA	9782278582		MDT MODEMS-PD UNITS	
					001-222-0000-4220	916.52
			9782524687		PLANNING CELL PHONE PLANS	
					001-140-0000-4220	5.40
			9782571377		VARIOUS CELL PHONE PLANS	
					001-222-0000-4220	257.96
					001-152-0000-4220	114.03
			9782805210		PD CELL PHONE PLANS	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205580	4/17/2017	100101 VERIZON WIRELESS-LA	(Continued)			
					001-222-0000-4220	143.81
			9782814777		PW CELL PHONE PLANS	
					070-384-0000-4220	111.06
					043-390-0000-4220	21.13
					041-320-0000-4220	21.13
					072-360-0000-4220	0.35
			9782824347		VARIOUS CELL PHONE PLANS	
					001-106-0000-4220	50.17
					070-384-0000-4220	74.12
					Total :	**1,715.68**
205581	4/17/2017	889681 VILLALPANDO, MARIA	03/18/17-03/31/17		ENP CONTRACT FOOD SERVICE PRO\	
				11539	115-422-3750-4270	236.25
				11539	115-422-3752-4270	47.25
					Total :	**283.50**
205582	4/17/2017	103603 VULCAN MATERIALS COMPANY	71404487		AGG BASE	
					011-311-0558-4600	597.83
			71404488		COLD MIX	
					011-311-0558-4600	1,480.91
			71406707		FILL SAND	
					011-311-0558-4600	413.98
					Total :	**2,492.72**
205583	4/17/2017	890970 WEX BANK	49219175		FUEL FOR CITY FLEET	
					072-360-0000-4402	434.39
					070-384-0000-4402	255.82
					041-320-0152-4402	429.47
					041-320-0221-4402	331.76
					041-320-0222-4402	476.49
					041-320-0224-4402	921.02
					041-320-0225-4402	3,358.19
					041-320-0226-4402	2.00
					041-320-0228-4402	772.52
					041-320-0311-4402	961.66
					041-320-0312-4402	2.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205583	4/17/2017	890970 WEX BANK	(Continued)			
					041-320-0320-4402	184.93
					041-320-0346-4402	54.56
					041-320-0370-4402	475.06
					041-320-0371-4402	89.00
					041-320-0390-4402	1,106.27
					041-320-0420-4402	4.00
					007-313-3630-4402	1,446.51
					027-344-0000-4402	102.43
					029-335-0000-4402	89.07
					070-381-0000-4402	12.93
					070-382-0000-4402	166.57
					070-383-0000-4402	952.70
					Total :	**12,629.35**
205584	4/17/2017	891531 WILLDAN ENGINEERING	00323564		CONNECTOR OF PIPE SCREEN INSTAL	
				11286	032-311-0842-4500	4,000.00
			00323568		NPDES & TMDL SERVICES	
				11558	073-350-0000-4270	7,176.00
					Total :	**11,176.00**
205585	4/17/2017	889491 WILLDAN FINANCIAL SERVICES	00615113		PROF SVCS FOR PEDESTRIAN HEAD F	
				11328	010-371-3665-4270	249.75
				11328	011-371-3665-4270	27.75
					Total :	**277.50**
205586	4/17/2017	892519 WRIGHT, SOPHIA	50-3505-02		WATER ACCT REFUND-1208 MOUNTAI	
					070-2010	46.41
					Total :	**46.41**
205587	4/17/2017	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	MARCH 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	**50.00**
205588	4/17/2017	103752 ZUMAR INDUSTRIES, INC.	0169392		SIGN - EIGHTH ST	
					001-370-0301-4300	41.35
					Total :	**41.35**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140	**Vouchers for bank code :**	bank3			**Bank total :**	**321,274.19**
140	**Vouchers in this report**				**Total vouchers :**	**321,274.19**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

vchlist **Voucher List** Page: 1
04/10/2017 3:04:26PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204964	3/1/2017	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS FOR M	
					001-1160	143,983.67
					Total :	**143,983.67**
205079	3/2/2017	887264 CALPERS	DEMAND		1959 SURVIVOR BENEFITS	
					018-190-0000-4124	1,444.80
					Total :	**1,444.80**
205080	3/9/2017	103648 CITY OF SAN FERNANDO	PR 3-10-17		REIMB FOR PAYROLL W/E 3-3-17	
					001-1003	316,631.03
					007-1003	739.70
					008-1003	1,321.72
					010-1003	510.83
					011-1003	988.35
					012-1003	820.29
					017-1003	1,064.37
					018-1003	59,915.84
					027-1003	3,155.65
					029-1003	3,479.53
					041-1003	5,987.53
					043-1003	8,559.31
					070-1003	42,439.06
					072-1003	24,362.32
					Total :	**469,975.53**
205081	3/9/2017	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INSURANCE BENEFITS - MARC	
					001-1160	2,487.19
					Total :	**2,487.19**
205082	3/9/2017	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFITS - MARCH 2	
					001-1160	3,272.99
					Total :	**3,272.99**
205083	3/9/2017	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS - MAR(	
					001-1160	264.33

vchlist **Voucher List** Page: 2
04/10/2017 3:04:26PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205083	3/9/2017	891230 891230 DELTA DENTAL INSURANCE COMPANY (Continued)			**Total :**	**264.33**
205084	3/9/2017	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS - MAR(	
					001-1160	11,814.76
					Total :	**11,814.76**
205085	3/10/2017	892173 FS CONTRACTORS, INC.	2182		SAFE ROUTES TO SCHOOL PROJECT	
				11358	012-311-3636-4600	13,292.62
					012-2037	-664.63
					Total :	**12,627.99**
205086	3/10/2017	892173 FS CONTRACTORS, INC.	2165		SRTS CYCLE 7 - CONSTRUCTION OF II	
					012-2037	-1,965.96
				11358	010-370-3636-4600	5,306.00
				11358	012-311-3636-4600	39,319.01
					010-2037	-265.30
					Total :	**42,393.75**
205087	3/13/2017	103648 CITY OF SAN FERNANDO	SP PR 3-10-17		REIMB. FOR SPECIAL PAYROLL W/E 3-:	
					001-1003	16,540.69
					Total :	**16,540.69**
205088	3/2/2017	103648 CITY OF SAN FERNANDO	REIMB. PAYROLL		REIMBURSEMENT FOR 1959 SURVIVO	
					018-190-0000-4124	1,444.80
					Total :	**1,444.80**
205222	3/22/2017	892512 DE LAGE LANDEN FINANCIAL SVCS.	25118607		EQUIPMENT PURCHASE	
					001-135-0000-4260	1,317.50
					Total :	**1,317.50**
205223	3/23/2017	103648 CITY OF SAN FERNANDO	PR 3-24-17		REIMBURSEMENT FOR PAYROLL W/E 3	
					008-1003	1,321.74
					010-1003	635.56
					011-1003	988.35
					012-1003	820.32
					017-1003	1,294.29
					018-1003	59,377.58
					026-1003	51.57

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205223	3/23/2017	103648 CITY OF SAN FERNANDO	(Continued)			
					027-1003	3,230.98
					029-1003	3,479.53
					041-1003	5,743.62
					043-1003	8,436.02
					070-1003	42,049.33
					072-1003	25,428.26
					001-1003	341,616.34
					007-1003	628.11
					Total :	**495,101.60**

13 Vouchers for bank code : bank3 **Bank total :** **1,202,669.60**

13 Vouchers in this report **Total vouchers :** **1,202,669.60**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

vchlist **Voucher List** Page: 1
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205443	3/30/2017	892173 FS CONTRACTORS, INC.	2190		RETENTION RELEASED-SRTS PROJ	
					010-2037	26,729.77
					012-2037	6,971.08
			2215		RETENTION-CREDIT ISSUED DUE TO	
					010-2037	-9,300.73
					012-2037	-2,424.27
					Total :	**21,975.85**

1 Vouchers for bank code : bank3 **Bank total :** **21,975.85**

1 Vouchers in this report **Total vouchers :** **21,975.85**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

vchlist **Voucher List** Page: 1
03/29/2017 9:21:04AM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205348	4/1/2017	100286 BAKER, BEVERLY	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	547.98
					Total :	**547.98**
205349	4/1/2017	891015 CROOK, ROBERT	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
205350	4/1/2017	100916 DEIBEL, PAUL	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
205351	4/1/2017	891041 GARCIA, CONNIE	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
205352	4/1/2017	101781 KISHITA, ROBERT	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
205353	4/1/2017	101926 LILES, RICHARD	17-Apr		CALPERS HEALTH REIMB	
					070-180-0000-4127	273.81
					072-180-0000-4127	273.80
					Total :	**547.61**
205354	4/1/2017	891027 LOCKETT, JOANN	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
205355	4/1/2017	891028 MANTHEY, DONALD	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
205356	4/1/2017	102126 MARTINEZ, MIGUEL	17-Apr		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,019.78
					Total :	**1,019.78**

vchlist **Voucher List**
03/29/2017 9:21:04AM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205357	4/1/2017	102483 OROZCO, ELVIRA	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	196.21
					Total :	**196.21**
205358	4/1/2017	891031 ORTEGA, JIMMIE	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
205359	4/1/2017	891032 OTREMBA, EUGENE	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
205360	4/1/2017	891354 RAMIREZ, ROSALINDA	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	445.89
					Total :	**445.89**
205361	4/1/2017	102940 RUIZ, RONALD	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	547.98
					Total :	**547.98**
205362	4/1/2017	103121 SERRANO, ARMANDO	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,223.96
					Total :	**1,223.96**
205363	4/1/2017	891046 VANAALST, LEONILDA	17-Apr		CALPERS HEALTH REIMB	
					070-180-0000-4127	172.48
					Total :	**172.48**
205364	4/1/2017	891047 WATTS, HERBERT	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**

17 Vouchers for bank code : bank3 **Bank total :** **7,959.17**

17 Vouchers in this report **Total vouchers :** **7,959.17**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

vchlist **Voucher List** Page: 1
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205365	4/1/2017	100042 ABDALLAH, ALBERT	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,629.55
					Total :	**1,629.55**
205366	4/1/2017	100091 AGORICHAS, JOHN	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	225.63
					Total :	**225.63**
205367	4/1/2017	891039 AGUILAR, JESUS	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	472.96
					Total :	**472.96**
205368	4/1/2017	100104 ALBA, ANTHONY	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
205369	4/1/2017	891011 APODACA-GRASS, ROBERTA	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
205370	4/1/2017	100306 BARNARD, LARRY	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,104.00
					Total :	**1,104.00**
205371	4/1/2017	100346 BELDEN, KENNETH M.	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,339.00
					Total :	**1,339.00**
205372	4/1/2017	892233 BUZZELL, CAROL	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	196.21
					Total :	**196.21**
205373	4/1/2017	891350 CALZADA, FRANK	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42
					Total :	**520.42**
205374	4/1/2017	100642 CASTRO, RICO	17-Apr		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205374	4/1/2017	100642 CASTRO, RICO	(Continued)			
					001-180-0000-4127	1,303.76
					Total :	**1,303.76**
205375	4/1/2017	891014 CREEKMORE, CASIMIRA	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
205376	4/1/2017	891016 DEATON, MARK	17-Apr		CALPERS HEALTH REIMB	
					070-180-0000-4127	547.61
					Total :	**547.61**
205377	4/1/2017	100913 DECKER, CATHERINE	17-Apr		CALPERS HEALTH REIMB	
					070-180-0000-4127	651.52
					Total :	**651.52**
205378	4/1/2017	100925 DELGADO, RALPH	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42
					Total :	**520.42**
205379	4/1/2017	892102 DOSTER, DARRELL	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
205380	4/1/2017	100996 DRAKE, JOYCE	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
205381	4/1/2017	100995 DRAKE, MICHAEL	17-Apr		CALPERS HEALTH REIMB	
					070-180-0000-4127	130.88
					072-180-0000-4127	130.88
					Total :	**261.76**
205382	4/1/2017	100997 DRAPER, CHRISTOPHER	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,364.11
					Total :	**1,364.11**
205383	4/1/2017	101044 ELEY, JEFFREY	17-Apr		CALPERS HEALTH REIMB	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205383	4/1/2017	101044 ELEY, JEFFREY	(Continued)			
					001-180-0000-4127	1,748.00
					Total :	**1,748.00**
205384	4/1/2017	891040 FISHKIN, RIVIAN	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
205385	4/1/2017	892103 GAJDOS, BETTY	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
205386	4/1/2017	891351 GARCIA, DEBRA	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,389.38
					Total :	**1,389.38**
205387	4/1/2017	891067 GARCIA, NICOLAS	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,090.70
					Total :	**1,090.70**
205388	4/1/2017	101318 GLASGOW, KEVIN	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,364.11
					Total :	**1,364.11**
205389	4/1/2017	891020 GLASGOW, ROBERT	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	336.00
					Total :	**336.00**
205390	4/1/2017	891021 GUIZA, JENNIE	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
205391	4/1/2017	101415 GUTIERREZ, OSCAR	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
205392	4/1/2017	891352 HADEN, SUSANNA	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,019.78

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205392	4/1/2017	891352 891352 HADEN, SUSANNA	(Continued)		**Total :**	**1,019.78**
205393	4/1/2017	101440 HALCON, ERNEST	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,104.00
					Total :	**1,104.00**
205394	4/1/2017	891918 HARTWELL, BRUCE	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
205395	4/1/2017	101465 HARVEY, DAVID	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
205396	4/1/2017	101466 HARVEY, DEVERY MICHAEL	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,513.00
					Total :	**1,513.00**
205397	4/1/2017	101471 HASBUN, NAZRI A.	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,223.96
					Total :	**1,223.96**
205398	4/1/2017	892104 HERNANDEZ, ALFONSO	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,628.59
					Total :	**1,628.59**
205399	4/1/2017	891024 HOOKER, RAYMOND	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	587.88
					Total :	**587.88**
205400	4/1/2017	101538 HOUGH, RAY	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42
					Total :	**520.42**
205401	4/1/2017	101597 IBRAHIM, SAMIR	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	472.92
					Total :	**472.92**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205402	4/1/2017	101694 JACOBS, ROBERT	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,031.00
					Total :	**1,031.00**
205403	4/1/2017	892105 KAHMANN, ERIC	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	746.37
					Total :	**746.37**
205404	4/1/2017	101786 KLOTZSCHE, STEVEN	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	741.92
					Total :	**741.92**
205405	4/1/2017	891866 KNIGHT, DONNA	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
205406	4/1/2017	891026 LEWIS, DURWOOD	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
205407	4/1/2017	891043 LIEBERMAN, LEONARD	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
205408	4/1/2017	101933 LITTLEFIELD, LESLEY	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
205409	4/1/2017	102059 MACK, MARSHALL	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,223.96
					Total :	**1,223.96**
205410	4/1/2017	891010 MAERTZ, ALVIN	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	472.96
					Total :	**472.96**
205411	4/1/2017	888037 MARTINEZ, ALVARO	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,019.78

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205411	4/1/2017	888037 888037 MARTINEZ, ALVARO	(Continued)		**Total :**	**1,019.78**
205412	4/1/2017	102206 MILLER, WILMA	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
205413	4/1/2017	102232 MIURA, HOWARD	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
205414	4/1/2017	892106 MONTAN, EDWARD	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	741.92
					Total :	**741.92**
205415	4/1/2017	102365 NAVARRO, RICARDO A	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42
					Total :	**520.42**
205416	4/1/2017	102473 ORDELHEIDE, ROBERT	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,733.29
					Total :	**1,733.29**
205417	4/1/2017	102486 ORSINI, TODD	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,629.55
					Total :	**1,629.55**
205418	4/1/2017	102569 PARKS, ROBERT	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,748.00
					Total :	**1,748.00**
205419	4/1/2017	891353 PEAVY, JOSEPH	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	746.37
					Total :	**746.37**
205420	4/1/2017	102527 PISCITELLI, ANTHONY	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42
					Total :	**520.42**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205421	4/1/2017	891033 POLLOCK, CHRISTINE	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	336.00
					Total :	**336.00**
205422	4/1/2017	102735 QUINONEZ, MARIA	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,019.78
					Total :	**1,019.78**
205423	4/1/2017	891034 RAMSEY, JAMES	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,389.38
					Total :	**1,389.38**
205424	4/1/2017	102864 RIVETTI, DOMINICK	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,104.00
					Total :	**1,104.00**
205425	4/1/2017	102936 RUELAS, MARCO	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,628.59
					Total :	**1,628.59**
205426	4/1/2017	891044 RUSSUM, LINDA	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
205427	4/1/2017	890806 SALDIVAR, GEORGE	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,019.78
					Total :	**1,019.78**
205428	4/1/2017	892107 SHANAHAN, MARK	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	746.37
					Total :	**746.37**
205429	4/1/2017	891035 SHERWOOD, NINA	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
205430	4/1/2017	103175 SKOBIN, ROMELIA	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	977.64

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205430	4/1/2017	103175 103175 SKOBIN, ROMELIA	(Continued)		**Total :**	**977.64**
205431	4/1/2017	103220 SOMERVILLE, MICHAEL	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,748.00
					Total :	**1,748.00**
205432	4/1/2017	891045 TIGHE, HAROLD	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	472.96
					Total :	**472.96**
205433	4/1/2017	103394 TORRES, RACHEL	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
205434	4/1/2017	888417 VALDIVIA, LAURA	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	587.88
					Total :	**587.88**
205435	4/1/2017	103562 VASQUEZ, JOEL	17-Apr		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,748.00
					Total :	**1,748.00**
205436	4/1/2017	891038 WAITE, CURTIS	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	977.64
					Total :	**977.64**
205437	4/1/2017	891036 WATT, DAVID	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
205438	4/1/2017	891037 WEBB, NANCY	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	630.69
					Total :	**630.69**
205439	4/1/2017	103643 WEDDING, JEROME	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205440	4/1/2017	103727 WYSBEEK, DOUDE	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
205441	4/1/2017	103737 YNIGUEZ, LEONARD	17-Apr		CALPERS HEALTH REIMB	
					001-180-0000-4127	977.64
					Total :	**977.64**
77	**Vouchers for bank code :**	bank3			**Bank total :**	**60,889.60**
77	**Vouchers in this report**				**Total vouchers :**	**60,889.60**

Voucher Registers are not final until approved by Council.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

Date: April 17, 2017

Subject: Update #1: Temporary Reorganization of the Community Development Department Due to the Resignation of the Community Development Director

RECOMMENDATION:

It is recommended that the City Council receive and file this report.

BACKGROUND:

1. On February 23, 2017, Community Development Director Federico Ramirez announced his resignation from the City, effective March 1, 2017, to pursue another career opportunity.

2. On March 20, 2017, the Interim City Manager proposed a temporary reorganization of the Community Development Department to ensure that day-to-day operations are not significantly impacted until a permanent Director is appointed. The proposed reorganization included:

   a) Holding the vacant Community Development Director open through the end of the fiscal year;

   b) Temporarily appointing the current Associate Planner to Senior Planner with supervisory responsibility over day-to-day operations of the Planning Division;

   c) Hiring a contract Associate Planner for three days (24 hours) per week through an existing on-call contract with Evans Brooks Associates, to be supervised by the Senior Planner;

   d) Temporarily appointing a Community Preservation Officer to Community Preservation Supervisor with supervisory responsibility over the day-to-day operations of Community Preservation (Code Enforcement) and Graffiti;

   e) Hiring a contract Building Official for plan check review and other Building Official duties through an existing on-call contract;

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

f) Department level direction, project management, and oversight, including approval of contracts, purchase orders, invoices, and time off, will be provided by the Interim City Manager; and

g) The proposed reorganization to last until a permanent or interim Community Development Director is appointed, then staff will revert back to their current positions and the City would discontinue the services of contract staff.

3. On March 20, 2017, City Council supported the reorganization with the caveat that the Interim City Manager continue to search for an Interim Community Development Director and provide an update at the regular City Council meeting on April 17, 2017.

ANALYSIS:

Since the March 20, 2017 City Council meeting, the Interim City Manager has contacted a number of potential Interim Community Development Director candidates through various consulting firms. To date, three candidates have been interviewed.

One of the primary challenges is related to CalPERS rules regarding CalPERS annuitants (i.e., individuals that have retired from CalPERS service and collect a pension). CalPERS annuitants cannot work more than 960 hours for a CalPERS agency in a fiscal year without jeopardizing their retirement status, whether hired directly by the City or serving as a contract employee through a private firm. Since it is nearing the end of the fiscal year, many CalPERS annuitants have work most or all of their allotted hours and need to wait until July 1, 2017 to reset the 960-hour rule.

The Interim City Manager will continue to interview candidates until the right fit is found.

BUDGET IMPACT:

Once an Interim Community Development Director is appointed, the temporary reorganization will revert back to prior organization. The cost of the Interim Community Development Director will be offset by savings from the vacant Community Development Director position and other operational budget savings.

CONCLUSION:

The temporary reorganization of the Community Development Department will ensure operations continue to run smoothly with minimal business interruption until a permanent or interim Director is appointed.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager
By: Sonia Gomez-Garcia, Interim Finance Director

Date: April 17, 2017

Subject: Consideration to Approve a Professional Services Agreement for Professional Audit Services

RECOMMENDATION:

It is recommended that the City Council:

a. Award a three-year Professional Services Agreement (Attachment "A" – Contract No. 1850) to Van Lant & Fankhanel, LLP in the amount not-to-exceed $97,700 to provide professional auditing services for Fiscal Years ending June 30, 2017 through June 30, 2019, with an option to renew for one additional year for an amount not-to-exceed $33,300;

b. Authorize the Interim City Manager to execute the agreement.

BACKGROUND:

1. On July 2, 2012, the City entered into a three-year Agreement with Teaman, Ramirez & Smith, Inc. (TRS) (Contract No. 1681) for professional auditing services, with the City reserving the right to extend the term of the contract for two additional one-year terms.

2. On May 9, 2013, the City received notice from TRS that they would not be able to provide future services beyond the completion of the Fiscal Year (FY) 2011-2012 audit and that the audit partner and staff that was assigned to the City left the firm and started Van Lant & Fankhanel, LLP (VLF).

3. On June 3, 2013, the City entered into an Agreement (Contract No. 1711) with VLF to complete the FY 2012-2013 audit with an optional one-year extension for the FY 2013-2014 audit.

4. On April 21, 2014, the City entered into an Agreement (Contract No. 1711A) with VLF to exercise the one-year extension of the current audit contract for the FY 2013-2014 audit

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

and include two optional one-year term extension for the FY 2014-2015 and FY 2015-2016 audits.

5. In December 2016, VLF completed the FY 2015-2016 audit and the final one-year renewal option of the contract agreement with VLF expired.

6. On January 5, 2017, staff published a Notice of Inviting Bids for Professional Auditing Services with the San Fernando Valley Sun, posted the RFP on the City's and the California Society of Municipal Finance Officers (CSMFO) websites, and distributed it to CSMFO members and interested audit firms.

7. On February 9, 2017, staff conducted the bid opening and received a total of five sealed technical and cost proposals.

8. In March 2017, all proposals were reviewed by City staff (comprised of the Interim City Manager, Deputy City Manager/Public Works Director, Interim Finance Director, City Treasurer, and two Finance Interns) to ensure that the information requested in the RFP was complete and the respondents satisfied the minimum qualifications.

9. On April 10, 2017, City staff (comprised of the Interim City Manager, Interim Finance Director and City Treasurer) interviewed the three top rated firms: Harshwal & Co. LLP; Van Lant & Fankhanel, LLP; and Lance, Soll & Lunghard LLP.

ANALYSIS:

The City has contracted with VLF to provide audit services since 2012. Staff has been satisfied with the services of VLF, but the contract agreement expired after the completion of the FY 2015-2016 audit. Per the City's General Financial Policy staff is required to solicit and receive written proposals from qualified independent accounting firms. Staff determined that both cost and quality of service were equally important in the selection process.

The table below summarizes the five proposals that were submitted and received by the City and based on their total cost for a three-year contract.

Name of Firm	Three-year Cost
Badawi & Associates	$ 89,330
Harshwal & Co. LLP	$ 92,181
Van Lant and Fankhanel, LLP	$ 97,700
Eadie and Payne, LLP	$ 127,470
Lance, Soll & Lunghard, LLP	$ 136,830

The table below shows the cost breakdown for each proposal by fiscal year:

Name of Firm	Fiscal Year 2016-2017	Fiscal Year 2017-2018	Fiscal Year 2018-2019	Three-Year Cost
Badawi & Associates	$ 28,900	$ 29,770	$ 30,660	$ 89,330
Harshwal & Co., LLP	$ 30,727	$ 30,727	$ 30,727	$ 92,181
Van Lant and Fankhanel, LLP	$ 32,200	$ 32,200	$ 33,300	$ 97,700
Eadie and Payne, LLP	$ 41,370	$ 42,500	$ 43,600	$ 127,470
Lance, Soll & Lunghard, LLP	$ 44,710	$ 45,604	$ 46,516	$ 136,830

The audit proposals were reviewed and ranked by the City staff based on: experience; quality of firm personnel; proposed staffing plan; adequacy of the analytical procedures and sampling techniques; potential audit problems; ongoing financial consulting throughout the year; and cost.

Although all firms were well qualified VLF was ranked the highest by City staff and provided the best overall balance of proposed staff, timing, interaction with staff, and cost effectiveness (Exhibit “A” of Attachment “A”).

It should be noted that the City’s General Financial Policy requires mandatory audit firm rotation after nine consecutive years with the same firm. At the expiration of this agreement, VLF will not be allowed to participate in the next RFP process.

BUDGET IMPACT:

Funding for this Professional Services Agreement will be included in the Fiscal Year 2017-2018 City Budget.

CONCLUSION:

City staff have analyzed the technical and cost proposals submitted and conducted phone interviews with the top three firms. After careful consideration, staff is recommending that the Professional Services Agreement be awarded to Vant Lant & Fankhanel, LLP for a three-year contract period, with an option to renew for one additional year.

ATTACHMENTS:

A. Contract No. 1850
B. Request for Proposals – Professional Audit Services

ATTACHMENT "A"
CONTRACT NO. 1850

PROFESSIONAL SERVICES AGREEMENT

Van Lant & Fankhanel, LLP

Professional Audit Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of April 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Van Lant & Fankhanel, a Limited Liability Partnership (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I. ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of three (3) years from commencing date and expiration date of June 2020 with one (1) optional one (1) year extension, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule as identified in the proposal. (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement, inclusive of any extension term shall not exceed the budgeted aggregate sum of 131,000 as identified in the proposal (hereinafter,

the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager, or Designee, and Finance Director (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Finance Director shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Greg Fankhanel, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision.

CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers,

employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if**

requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and

indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event

of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of

Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:	**CITY:**
Van Lant & Fankhanel, LLP	City of San Fernando
25901 Kellogg Street	117 Macneil Street
Loma Linda, CA 92354	San Fernando, CA 91340
Attn: Greg Fankhanel, CPA, CFE	Attn: Finance Director
Phone: (909) 856-6879	Phone: (818) 898-7307
Email: gfankhanel@vlfcpa.com	Fax: (818) 365-8090

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO	**Van Lant & Fankhanel, LLP**
By: _____	By: _____
Nick Kimball, Interim City Manager	Name: Greg Fanhanel, CPA, CFE
	Title: _____

EXHIBIT "A"

City of San Fernando

Proposal for Professional Auditing Services

February 9, 2017

Van Lant & Fankhanel, LLP
Certified Public Accountants

Proposal to Perform Annual Audits for the

City of San Fernando

Submitted by:



California License No. PAR 7535
FEIN: 46-1814856

Contact Information:

Greg Fankhanel, CPA, CFE
Brett Van Lant, CPA
25901 Kellogg Street
Loma Linda, CA 92354

Telephone No. (909) 856-6879
E-mail: gfankhanel@vlfcpa.com

February 9, 2017

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Van Lant & Fankhanel, LLP
Certified Public Accountants

February 9, 2017

Sonia Garcia
Interim Finance Director
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Van Lant & Fankhanel, LLP (VLF) is pleased to submit our proposal to perform professional services for the City of San Fernando (City). We hope this proposal conveys our strong desire and qualifications to fulfill your requirements. We understand this proposal is to audit the City's financial statements for three fiscal years, beginning with the fiscal year ending June 30, 2017, with the option to extend for up to two one-year periods.

VLF is a local firm of Certified Public Accountants with offices located in Loma Linda and Murrieta. The principals of the firm are Brett Van Lant, CPA and Greg Fankhanel, CPA with over 35 years of combined experience auditing cities and other government agencies throughout California. Mr. Fankhanel was previously an audit partner at another CPA firm (12 years) and Mr. Van Lant was an audit Manager at the former CPA firm. Mr. Fankhanel and Mr. Van Lant branched off in March 2013 and formed a new audit firm (VLF). VLF focuses primarily on government audit services. Performing audits under the structure of our new firm has enabled us to continue in our efforts to provide excellent audit services. VLF is well qualified to provide these services for the following major reasons:

1) Commitment to deliver quality reports in a timely manner. Our focus is on providing excellent service to our clients.

2) Ability to provide experienced audit personnel for year-to-year continuity. Because the audit partners will be performing the audits, including fieldwork, you will be dealing with high-level personnel throughout the audit process. Based on our experience, this will result in highly efficient and effective audits.

3) Thorough understanding of the reporting requirements of the City. In addition, we have assisted many governments in achieving the GFOA financial statement award for excellence in financial reporting.

4) Mr. Fankhanel is also a Certified Fraud Examiner which adds another level of expertise to the audit process. We have assisted many California cities in strengthening internal controls, and establishing effective policies and procedures.

Van Lant & Fankhanel, LLP
25901 Kellogg Street
Loma Linda, CA 92354

909.856.6879

What sets us apart from other audit firms? You are not just a number to us – every audit client is unique and important to us. As a smaller firm, we believe the **personal service and attention** we will provide cannot be duplicated at larger firms. While many firms have knowledgeable and experienced individuals on staff, the quality of each audit ultimately depends on the audit personnel involved in the daily audit process, including fieldwork and report preparation. With VLF, you will be dealing with Partner level personnel throughout the audit process, including fieldwork.

We will take a proactive role in providing professional services to the City of San Fernando. Not only will we respond to specific requests and needs in a timely manner, we also will take the initiative to assist you in planning and seeking out opportunities to improve overall efficiency and control.

Quality communication is an integral part of our approach to the services we provide, as is committing to meet your deadlines. You will have access to the audit partners on a daily basis, throughout each audit and each fiscal year. To ensure we are meeting the City's needs, we will ask you, after each engagement, to evaluate our services. It will be our utmost priority to meet the City's needs and goals in the performance of these audits.

We certify that VLF and the audit partners are properly licensed to practice in California. We agree to perform all of the work outlined in the City's RFP within the time periods established by the City. Greg Fankhanel is authorized to represent VLF, empowered to submit this proposal, and authorized to sign a contract with the City. Should you have any questions regarding our proposal or desire additional information, please call Greg Fankhanel, CPA, at (909) 856-6879, or email at gfankhanel@vlfcpa.com.

Respectfully submitted,



Van Lant & Fankhanel, LLP
Greg Fankhanel, CPA, CFE

License and Independence

VLF and all assigned key professional staff are properly licensed by the California State Board of Accountancy to practice in the State of California (License No. PAR 7535). We are independent of the City of San Fernando, and its component units, in accordance with generally accepted auditing standards as promulgated by Rule 101 of the American Institute of Certified Public Accountants Code of Professional Ethics, generally accepted government auditing standards promulgated by the U.S. General Accounting Office (GAO), and the rules of the California State Board of Accountancy and Accounting Oversight Board. We will provide the City with written notice of any professional relationships entered into during the period of our engagement that may impair our independence, if necessary.

Firm Qualifications and Experience

Van Lant & Fankhanel, LLP was established in 2013 by Brett Van Lant and Greg Fankhanel. Mr. Fankhanel has 28 years of experience working with local governments with a special emphasis on California cities. Mr. Van Lant has 10 years of experience working with local governments, also with an emphasis on cities. Before co-founding VLF, Mr. Fankhanel was a partner at another CPA firm, where he headed the government audit division of the firm for twelve years. Mr. Van Lant was an audit manager at the same CPA firm, working directly with Mr. Fankhanel on a majority of the audit engagements. Our firm has a governmental audit team consisting of four full-time members, and serves a number of cities and special districts throughout California. We have included names and phone numbers of several of our current clients for your inquiry.

Both our Loma Linda and Murrieta offices will be assigned to the City's audits. Mr. Van Lant and Mr. Fankhanel will be assigned to this engagement. They will also be the individuals responsible for completing the audit fieldwork and preparation of the financial statements and related reports.

Mr. Fankhanel has been a member of the Government Finance Officers' Association (GFOA) Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program, for several years. In that capacity, he reviews CAFRs for GFOA, for compliance with the award program.

Mr. Fankhanel and Mr. Van Lant are both highly-trained government auditors. One of our goals is to avoid putting our clients in a position of having to "train" the auditors. We are required to complete at least 80 hours of continuing education every 2 years, with a majority of these hours relating specifically to government accounting and auditing subjects. Continuing education requirements are met through classes developed by professional organizations, such as the CSCPA, GFOA, and the AICPA. Both Mr. Fankhanel and Mr. Van Lant were instructors for an in-house continuing education program for several years.

Participation in External Quality Control Review Program

We completed our firm's first peer review in 2015, and received a "clean" opinion. Our peer review report is included at Appendix A. In addition, our firm has established a quality control program to adhere to the stringent quality control standards established by the AICPA. We have also developed policies and procedures to ensure our engagements are properly supervised and staff receives necessary training to handle the responsibilities afforded them. The external quality control reviews included reviews of specific government engagements. There have been no disciplinary or regulatory actions taken against our firm. In addition, the firm has had no negative federal or state reviews.

Current Municipal Audit Clients

The City of San Fernando understandably desires that its auditors have proven experience, in-depth knowledge and technical expertise in dealing with the unique issues facing governmental entities. Mr. Van Lant and Mr. Fankhanel have been active in the audits of governmental entities for many years. The following is a partial list of current municipal audit clients:

Municipal Audit Clients
Town of Apple Valley*#
East Valley Water District#
City of Healdsburg*
City of La Puente*#
Mojave Desert and Mountain Integrated Waste Management Authority
City of Montclair*
City of Murrieta*#
Running Springs Water District
San Bernardino International Airport Authority
City of San Clemente*#
City of San Fernando*#
City of Santa Paula*
City of St. Helena
City of Tehachapi*
City of Ukiah*
City of Winters*#
City of Yucaipa*#

* Single Audit Procedures Performed (in accordance with OMB Circular A-133)
Submitted a CAFR for GFOA financial statements award

We have provided various other services over the years, including accounting services, assistance in establishing and strengthening internal controls, TOT audits, other agreed-upon procedures engagements, fraud examinations, tax services and other consulting services. For the 2011-12 fiscal year, we assisted numerous clients with the Redevelopment Agency dissolution process, in accordance with State law.

Partner, Supervisory, and Staff Qualifications and Experience

Resumes for the key individuals serving your City are as follows:

Greg W. Fankhanel, CPA, CFE

Mr. Fankhanel has twenty-eight years' experience auditing California governmental agencies. He is a member of the American Institute of Certified Public Accountants, the Government Finance Officers Association, the California Society of Municipal Finance Officers, the California Society of Certified Public Accountants, and the Association of Certified Fraud Examiners. He will be heavily involved throughout the audit process, as the partner in charge of the City's audit.

Mr. Fankhanel served as an instructor for an in-house continuing education program for many years. He is also a **Certified Fraud Examiner**, which involved passing a four-part exam covering various fraud issues, and demonstrating sufficient education and professional experience. He is a member of GFOA's Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program. Mr. Fankhanel received his Bachelor of Business Administration Degree from the University of Hawaii in 1986. He is currently licensed to practice as a CPA in California, and has been since 1991. He has completed 120 hours of continuing education over the past three years, with a focus on governmental accounting and auditing topics, along with fraud prevention and detection training. The following is a partial list of Mr. Fankhanel's recent municipal audit clients:

Town of Apple Valley	City of San Fernando
City of Healdsburg	City of St. Helena
City of La Puente	City of Ukiah
City of Montclair	City of Winters
City of San Clemente	City of Yucaipa

Many of the above audits involved assistance with submission of a Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association's CAFR award program.

Brett Van Lant, CPA

Mr. Brett Van Lant has ten years of experience auditing California governmental agencies. Mr. Van Lant received his Bachelor of Science Degree from California State University, San Bernardino, California. He is a member of the California Society of Municipal Finance Officers, the Government Finance Officers Association and the American Institute of Certified Public Accountants. Mr. Van Lant's governmental auditing experience includes several cities, redevelopment agencies and special districts, including performing single audits in accordance with OMB Circular A-133.

Mr. Van Lant is licensed as a Certified Public Accountant in California. He has completed 120 hours of continuing professional education over the past three years, with the majority of those hours relating directly to governmental accounting and auditing topics. Most of his continuing professional education is obtained through profession organizations such as the AICPA, GFOA, CSMFO, and CSCPA. He will be involved throughout the entire audit process, including fieldwork and report preparation.

The following is a partial list of the recent municipal audit clients Mr. Van Lant has served:

Town of Apple Valley	City of San Fernando
City of Healdsburg	City of St. Helena
City of La Puente	City of Tehachapi
City of Murrieta	City of Ukiah
City of San Clemente	City of Winters

We will provide continuity of audit staff from year to year, which is in the best interest of the City and is most efficient from our firm's perspective. Additionally, the audit partners assigned to this engagement are working partners and therefore will be involved throughout the entire engagement each year, including fieldwork.

In addition, a Senior Accountant (Evelyn Medina) will be assisting the audit partners throughout the audit process. She has four years of government audit experience and has a degree in accounting from La Sierra University. She is currently working on obtaining her CPA license in California, and has passed parts of the CPA exam. She assisted Brett and Greg on many of the audits mentioned above. She has been working with VLF since July of 2013, on many government audits, including fieldwork and report preparation. Other professional staff will be utilized as necessary.

We affirm that these personnel may be changed only with the express prior written permission of the City. We agree the City retains the right to approve or reject replacements.

Similar Engagements with Other Government Entities

The following are audit client references for which similar services have been provided:

1) Town of Apple Valley
   Client Contact: Marc Puckett, Finance Director
   14955 Dale Evans Parkway
   Apple Valley, CA 92307
   (760) 240-7700

Engagement Partner: Greg Fankhanel
Project Cost: $45,000

The Town of Apple Valley was incorporated in 1988 as a General Law City and provides the following services: public safety, streets, planning, waste management, and general administrative services. We conducted the annual audit of the Town for the years ended June 30, 2013 through 2016 (including single audit) and provided assistance with the implementation of GASB pronouncements. We also prepared the State Controller's Reports and provided assistance in submitting for and obtaining the GFOA financial statement award, along with the RDA dissolution process.

2) City of Tehachapi
Client Contact: Hannah Chung, Finance Director
115 South Robinson Street
Tehachapi, California 93561
(661) 822-2200, ext. 112

Engagement Partner: Brett Van Lant
Project Cost: $40,000

The City of Tehachapi is a full-service city located in Kern County. We performed the audit of the City's financial statements for the past four fiscal years, including Single Audit in accordance with OMB Circular A-133. In addition, we have performed engagements to assist the City in the RDA dissolution process. Our services included assistance with the implementation of new accounting pronouncements, and also special audits of hotels within the City regarding the TOT.

3) City of San Clemente
Client Contact: Jake Rahn, Finance Manager
100 Avenida Presidio
San Clemente, CA 92672
(949) 361-8200

Engagement Partner: Greg Fankhanel
Project Cost: $30,000

The City of San Clemente is a full-service city located in Orange County. Services include public safety (police and fire), highways and streets, water, sewer, health and social services, culture-recreation, and others. We conducted the annual audit of the City for the years ended June 30, 2013 through 2016, including Single Audit, and separate audits of a component unit and a joint venture. Our services included assistance with the implementation of new GASB Statements, and the RDA dissolution process.

4) City of Montclair
Client Contact: Don Parker, CPA, Finance Director
5111 Benito Street
Montclair, California 91763
(909) 625-9418

Engagement Partner: Greg Fankhanel
Project Cost: $42,000

The City of Montclair is a full-service city located in San Bernardino County. We performed the audit of the City's financial statements for the past four fiscal years, including Single Audit in accordance with OMB Circular A-133. In addition, we have performed engagements to assist the City in the RDA dissolution process. Our services included separate audits for the RDA Successor Agency for the past three fiscal years.

Single Audits (in accordance with OMB Circular A-133)

As indicated above, we perform single audits in accordance with OMB Circular A-133 for several clients each year. In addition to the above list, we have performed single audits for numerous other clients, involving many different federal programs. The Partner in charge of the City's audits has 28 years of experience performing single audits, should the City be subjected to the Single Audit process.

GFOA Award Program for Financial Statements

We have been providing assistance to California governments in obtaining the GFOA and/or CSMFO awards for financial reporting for many years (26 years). We have helped various governments obtain the awards for the first time, and in addressing GFOA comments from previous years. We would be glad to assist the City in obtaining the GFOA award, if desired. **To date, all of our clients' attempts to obtain these awards have been successful.** In addition, Greg is a member of GFOA's Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program.

Specific Audit Approach

We believe that timely and thorough audit planning, along with proper communication throughout the audit process, helps to achieve highly efficient and effective audits. We also believe that one of the most important services that can be rendered to clients is to be available at all times during the year. This approach allows the clients the opportunity to consult with the auditors about technical problems and alternative approaches to accounting issues that arise during the year. We emphasize audit partner availability throughout each fiscal year.

We take a customized approach to each and every audit. We will apply the "Risk Assessment" audit standards to your audits. An overriding objective throughout the planning process is the identification of risks that should be assessed as to whether they could result in material misstatement of the financial statements. We perform risk assessment procedures to provide a satisfactory basis for the assessment of risks at the financial statement and relevant assertion levels. Due to the complex nature of the risk assessment process, it is performed at the Partner level for all of our audit engagements.

Our sampling methods are designed to provide the most coverage possible without expending excess time where impractical. We also concentrate efforts towards those areas known to be susceptible to error. Sample sizes will depend upon our preliminary assessment of control risk and the extent of our planned substantive tests and analytical procedures.

Shortly after our appointment as auditors, we will schedule a preaudit planning meeting during which we will discuss any special concerns, needs and the timing of the audit with appropriate members of the City's staff. We will also schedule audit progress meetings and an exit conference with the appropriate City staff during our engagement to discuss any findings and issues we encountered during the audit. All of our recommendations will be discussed with appropriate personnel in a timely manner. Drafts of all financial reports and management letters will be submitted prior to the issuance of final reports.

The fieldwork will normally be coordinated with City staff and begin as soon as the City's books and records are in auditable form. This normally takes place in two stages. Each year we will update our knowledge of your major internal accounting control systems and test such systems (risk assessment).

At the same time, City staff will be interviewed in order to assist in resolving any shortcomings before performing the field work portion of the audit. This generally is completed prior to year-end and often leads to worthwhile suggestions for improving internal controls as well as the efficiency and effectiveness of accounting operations and procedures. All of our recommendations will be discussed with appropriate City personnel in a timely manner, and if appropriate, in a formal written management letter at the conclusion of the audit. In addition, we will complete as much of the single audit compliance testing, if applicable, in this stage of the audit. We will review the minutes of the City Council meetings during both stages of the audit.

We use models based on statistical sampling theories to help determine sample sizes using nonstatistical sampling methods as necessary for our substantive tests of balances and transactions, tests of controls and tests of compliance. The objective of tests of compliance is to determine whether an organization has complied with laws and regulations that may have a material effect on each major program. Therefore, we select samples that will provide sufficient evidence for that purpose. After defining the population, we determine sample sizes and select samples from each major program. Factors that may affect the sample sizes include the following:

a) The amount of expenditures for the program and the individual awards;

b) The newness of the program or changes in its conditions;

c) Prior experience with the program, particularly as revealed in audits and other evaluations;

d) The extent to which the program is carried out through subrecipients;

e) The level to which the program is already subject to program reviews or other forms of independent oversight;

f) The adequacy of controls for ensuring compliance;

g) The expectation of adherence or lack of adherence to the applicable laws and regulations; and

h) The potential impact of adverse findings.

The audit team will have laptop computers onsite during the audit fieldwork utilizing state-of-the-art software. We utilize programs such as Microsoft Excel to assist in our audit procedures and provide for greater efficiency and effectiveness, including data extraction procedures and analysis. We have significant experience working with many various accounting systems in our government audits.

Analytical procedures will be performed in the planning stage of the audit (risk assessment process) and in our substantive testing, based on the results of our risk assessment. These procedures will include comparing account balances to prior years and to the current period's budget, and consideration of expected relationships among the accounts and periods. Analytical procedures will also be performed in the overall review stage of the audit.

Our audit approach recognizes the importance of laws and regulations in planning the audit of a local governmental entity. As a part of the audit, we obtain an understanding of those laws and regulations that have a direct and material effect on the determination of financial statement amounts. We then design the audit to provide reasonable assurance of detecting material instances of noncompliance. We obtain our understanding of applicable laws and regulations by becoming familiar with the following:

The terms and provisions of grant agreements and contracts.

State and federal restrictions affecting funding received by the City; i.e., gas tax law, etc.

The Municipal Code of the City, other City policies, Bond documents.

State laws regarding authorized investments, spending limits, debt limits, etc.

Our review of the internal control will be by questionnaire and procedural write-up of your accounting system. Each of the approaches requires inquiry and observation of City personnel and operations. We will also utilize the City's budget, organizational charts, financial reports, policies and procedures, and other applicable documents. Comments and recommendations relating to the accounting system will be discussed with appropriate City personnel and where appropriate they may be included in our reports. Our recommendations will be directed at safeguarding City assets, improving the effectiveness of City procedures, and improving the reporting of financial information, as applicable.

Responses to City notifications will be prompt and all reports will be remitted in a timely manner to meet your needs. We make it a practice to be proactive in providing guidance and assistance to our audit clients throughout each fiscal year to ensure proper and timely implementation of new and significant accounting pronouncements, and also with laws and regulations.

Assistance expected from City staff will include providing us with documents and information included in our comprehensive request list provided at the start of the audit process, answering operational and procedural type questions, and preparing confirmation letters. The following represents the proposed timetable for the engagement:

Description	Level of Staff	Estimated Completion
Preaudit planning with City staff. Detail audit plan provided.	Partners	May
Entrance conferences and auditors perform interim audit procedures, including Single Audit procedures, if applicable.	Partners, Senior	May/June
Progress conference (interim work complete).	Partners	June
Auditors mail all necessary audit confirmations.	Senior	July
City staff provides trial balances and supporting schedules for audit. Auditors commence final examination procedures.	Partners, Senior	Sept./Oct.
Exit conference where auditors propose AJE's and discuss internal control and compliance findings from the audit, as applicable.	Partners	October
Auditors prepare draft CAFR and other applicable reports.	Partners, Senior	Oct./Nov.
City reviews draft CAFR and related audit reports. All reports are finalized.	N/A	Nov./Dec.

Scope of Services

The scope of the audits will be to perform the audits in accordance with generally accepted auditing standards; the A.I.C.P.A. industry audit guide, Audits of State and Local Governmental Units, as amended; the Government Finance Officers Publication, Governmental Accounting, Auditing and Financial Reporting, as amended; and the standards for financial audits contained in the U.S. General Accounting Office publication Government Auditing Standards. If required, we will also perform audits in accordance with the Single Audit Act, as amended, and the provisions of the *Uniform Guidance*. The audits will include Appropriations Limit Annual Review Compliance Letters in order to assist the City meeting the requirements of Section 1.5 Article XIIIB of the California Constitution.

Anticipated Potential Audit Problems

We do not anticipate any significant audit problems. Because of our highly-experienced audit team, we believe the City will not experience many of the normal audit problems, especially in the first-year audit. If unanticipated issues are encountered during the audit process, we will discuss them with appropriate City staff in a timely manner.

Cost Proposal

Our proposed fees for these services are as follows:

Service	Fiscal Year Ending June 30,				
	2017	2018	2019	2020	2021
City audit and related reports	$ 29,500	$ 29,500	$ 30,500	$ 30,500	$ 31,000
GANN Limit Review Report	200	200	200	200	200
Single Audit	2,500	2,500	2,600	2,600	2,700
Total Maximum Cost	**$ 32,200**	**$ 32,200**	**$ 33,300**	**$ 33,300**	**$ 33,900**

This proposal is based on the current audit scope, and is made with the assumption that the City's books and records will be in a reasonably balanced condition and reconciled at the start of the audit and that the representations made to us during this proposal process will remain effective throughout our engagement. The above fees for Single Audit are based on the assumption that the Single Audit will include no more than two major programs, in accordance with OMB Circular A-133, as amended.

VLF agrees that the City may broaden the scope of our engagement and we agree to hold ourselves available to perform such additional work as the City may desire. While most additional projects would involve negotiated maximum fees, the following represent proposed hourly rates for services that may be requested outside the scope of these audit services:

Hourly Rates for Initial Three Years

Level of Staff	FY 2016-17	FY 2017-18	FY 2018-19
Partner	$ 175	$ 190	$ 190
Manager	150	150	150
Senior Accountant	125	125	125
Staff Accountant	90	100	100
Clerical	N/A	N/A	N/A

A progress billing will be submitted following our preliminary audit procedures. Interim billings will cover a period of not less than a calendar month. A final billing will be submitted upon delivery of all required reports. No billings will be made for out-of-pocket expenses or any other expenses such as typing, clerical, printing or travel costs.

APPENDIX A

MWS
MORSE WITTWER SAMPSON, LLP
Certified Public Accountants

Christopher B. Morse
Sheryl E. Morse
Kenneth T. Wittwer
Doug A. Sampson
Robert S. Swanton
Kristina L. Dritsas

Jodie M. Rolih
Jodi G. Nemeth
Samuel P. Babcock
Jenna L. Boul
Ryan M. Cameron
Brandon K. DiPinto
Katie S. Rebeiro
Todd H. Rose
Jason L. Welch
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Web Site
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Email
mws@mwscpas.com

SYSTEM REVIEW REPORT

May 2, 2014

To the Partners
Van Lant & Fankhanel, LLP
and the Peer Review Committee of the California Society of CPAs

I have reviewed the system of quality control for the accounting and auditing practice of Van Lant & Fankhanel, LLP (the firm) in effect for the year ended February 28, 2014. My peer review was conducted in accordance with Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of my peer review, I considered reviews by regulatory entities, if applicable, in determining the nature and extent of my procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. My responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on my review. The nature, objectives, scope, limitations of, and procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included an audit of an engagement performed under *Government Auditing Standards*.

In my opinion, the system of quality control for the accounting and auditing practice of Van Lant & Fankhanel, LLP in effect for the year ended February 28, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Van Lant & Fankhanel, LLP has received a peer review rating of *pass*.

Sincerely,

Morse Wittwer Sampson, LLP

Morse Wittwer Sampson, LLP



Van Lant & Fankhanel, LLP

Certified Public Accountants

ATTACHMENT "B"

REQUEST FOR PROPOSALS

THE CITY OF SAN FERNANDO

The Finance Department is requesting proposals for:

Professional Audit Services

RELEASE DATE: January 5, 2017

RESPONSE DUE: February 9, 2017

GENERAL INFORMATION

The City of San Fernando is requesting proposals from qualified certified public accounting firms to audit its financial statements for a three-year contract period commencing with the fiscal year ending June 30, 2017 through fiscal year ending June 30, 2019 with an option to extend for up to two (2) one-year periods, at the City's discretion. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in *Government Audit Standards* issued by the Comptroller General of the United States, and the U.S. Office of Management and Budget (OMB) Circular A-133 *Audits of State and Local Governments and Non-Profit Organizations*. The required services and performance conditions are described in the Scope of Work.

BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with seven departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 125 full-time equivalent positions from a total Adopted Budget for fiscal year 2016-2017 of $42.1 million, which includes a General Fund budget of $17.8 million. The City is a cost conscious provider of outstanding public services to its citizens and local businesses.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified certified public accounting firms to provide professional audit services. What follows is a description of the technical environment, contractor staffing, qualifications, and performance expectations.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Sonia Garcia, Interim Finance Director, via e-mail at sgarcia@sfcity.org. Questions must be received by 5:30 p.m. on **Thursday, January**

26, 2017. All questions received prior to the deadline will be collected and responses will be emailed by **Thursday, February 2, 2017**.

C. Submission of Bid Proposals

One (1) original, two (2) copies, and one electronic copy (electronic copy may be emailed as directed below) of the bid proposal must be submitted to the City Clerk's Office in a sealed envelope at City Hall, 117 Macneil Street, San Fernando, California 91340 no later than Thursday, **February 9, 2017 at 5:30 p.m.** All proposals received after that time will not be accepted. The sealed envelope should be labeled "City of San Fernando RFP – Professional Audit Services." Electronic copies may be submitted via email to Sonia Garcia at sgarcia@sfcity.org, but will not be accepted in lieu of submitting a sealed bid to the City Clerk's Office.

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

1) Make the selection based on its sole discretion;
2) Reject any and all proposals without prejudice;
3) Issue subsequent Requests for Proposal;
4) Postpone opening for its own convenience;
5) Remedy technical errors in the Request of Proposal process;
6) Approve or disapprove the use of particular sub-contractors;
7) Negotiate with any, all, or none of the prospective firms;
8) Solicit best and final offers from all or some of the prospective firms;
9) Accept other than the lowest offer; and/or
10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCOPE OF SERVICE

The City of San Fernando desires a Comprehensive Annual Financial Report (CAFR) and its component unit financial statements for the City of San Fernando to be prepared by the independent auditor and be fully compliant with all current GASB pronouncements. The City will submit the CAFR to the Government Finance Officers Association (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program. The City has received this award for the last 25 years.

The selected independent auditor will be required to perform the following tasks:

1. The audit firm will perform an audit of all funds of the City of San Fernando. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States. **The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm.** The CAFR will be in full compliance with all current GASB pronouncements. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.

2. The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards,

footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.

3. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Article XIIIB annual review of appropriations limit calculations) and render a letter annually to the City regarding compliance.

4. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Manager.

5. The audit firm will be required to provide special assistance in order to meet requirements of the GFOA program, including preparing answers to all GFOA and/or CSMFO comments, if applicable.

Auditing Standards to be Followed

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accounts;

2. The standards applicable to financial audits contained in the most current version of the Generally Accepted *Government Auditing Standards* (Yellow Book), issued by the Comptroller General of the United States;

3. The provisions of the Single Audit Act as amended;

4. The provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments and Non-Profit Organizations*, and any recent changes thereto; and

5. Governmental Accounting Standards Board (GASB) Pronouncements, and any other guidelines, as applicable.

Working Paper Retention

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the City of San Fernando of the need to extend the retention period. The auditor will be required to make working papers available to the City of San Fernando or any government agencies included in the audit of federal grants. In addition, the firm

shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Manager; City Attorney; and the Finance Director.

Description of the Government

Background Information

The City of San Fernando is located in the North San Fernando Valley in the County of Los Angeles and encompasses about 2.42 square miles with a population of 24,450. The City's fiscal year begins on July 1 and ends on June 30.

The City of San Fernando was incorporated on August 31, 1911 as a General Law city which operates under the Council/City Manager form of government. The city government is divided into seven departments: Administration (Including the Personnel Division), City Clerk, Finance, Police, Community Development, Public Works, and Recreation and Community Services. Fire and paramedic services are provided by the City of Los Angeles and animal control services are provided by the County of Los Angeles. Water and Sewer services are provided by the City and Refuse services are provided through a franchise agreement with a solid waste hauler. The City had a Redevelopment Agency with six (6) project areas prior to dissolution on February 1, 2012. The City serves as the Successor Agency to the San Fernando Redevelopment Agency and elected to take over the housing functions of the Agency.

The City of San Fernando's overall adopted budget for fiscal year 2016-2017 is $42.1 million and the General Fund is $17.8 million.

Fund Structure

The City of San Fernando uses the following fund types in its financial reporting. The number and type of funds are subject to change based on the needs of the City. Any such change shall not result in a change in the audit fee:

Number of Funds by Type	
Governmental Funds:	
General Fund	1
Special Revenue Funds	38
Total Governmental Funds	39
Proprietary Funds:	
Enterprise Funds	2
Internal Service Funds	3
Total Proprietary Funds	5
Fiduciary Funds:	
Private-purpose Trust Fund	2
Total Fiduciary Funds	2
Total Funds	46

Component Units

The City is defined, for financial reporting purposes, in conformity with the Governmental Accepting Standards Board's *Codification Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria, component units are included in the City's financial statements.

The management of the City identified the Successor Agency to the San Fernando Redevelopment Agency as a component unit (with fiscal year ending June 30) for inclusion in the City's financial statements. This component unit is to be audited as part of the audit of the City's financial statements. The contact person and record location is the same as the primary unit.

Magnitude of Finance Operations

The Finance Department is headed by Sonia Garcia, Interim Finance Director, and consists of 7 employees. The principal functions performed are accounting, accounts payable, accounts receivable, utility billing, payroll, cash management, investments, budgeting, financial reporting and risk management services.

Computer Systems

The City's computerized systems are run on a Local Area Network (LAN). The accounting functions are computerized using Tyler Technology/Eden Systems software on a Windows platform. The applications operating on this system are general ledger, accounts payable, accounts receivable, payroll, human resources, purchasing, and utility billing.

Availability of Prior Reports and Work Papers

Van Lant and Fankhanel, LLP conducted the City's most recent audit. The work papers of the previous audits are the property of the previous auditor and can be reviewed by the successful Proposer. The following financial statements were prepared or audited by Van Lant and Fankhanel, LLP:

1. City of San Fernando Comprehensive Annual Financial Report
2. A Single Audit Report
3. GANN Limit (Article XIIIB annual review of appropriations limit calculations)

Time Requirements

Date Audit May Commence

Audit planning, documentation of systems of internal control and compliance and transaction testing should be completed during the interim audit in May or June each year. The City typically closes its books and is ready for audit field work to commence the last week of September each year.

Date Reports Are Due

The auditor shall provide all drafts and recommendations for improvements to the Finance Director within a reasonable time period after the last day of field work. The auditor should be available for any meetings that may be necessary to discuss the draft audit reports. Once all issues of discussion are resolved, the completed CAFR, component unit financial statements, Single Audit report and other reports shall be delivered to the Finance Director. This process should be completed and the final products to be delivered by November 30th of each year.

Assistance to be Provided to the Auditor and Report Preparation

Finance Department

Finance Department staff will be available during the audit to assist the firm by providing information, documentation, and explanations. The Finance Director, Senior Accountant and/or Accountant will be responsible for acting as the liaisons between the audit firm and the accounting personnel.

Work Area, Telephone, and Office Equipment

The City will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to a telephone, internet access, a computer with access to the general ledger system, and photocopying and FAX machines.

Report Preparation

Report preparation, editing, printing, tabbing, and binding shall be the responsibility of the auditor.

1. *Comprehensive Annual Financial Report (15 copies & digital file in Adobe Acrobat format)*

2. *Single Audit Report, if necessary (15 copies & digital file in Adobe Acrobat format)*

3. *Independent Accountants' Report on Agreed-Upon Procedures Applied to Appropriations Limit Schedule (2 copies & digital file in Adobe Acrobat format)*

PROPOSED TERM OF CONTRACT

The proposed term of the contract is **three years, with options for two one-year extensions at the City's discretion.**

SCHEDULE FOR SELECTION

RFP Available:	January 5, 2017
Deadline for submittal of Questions:	January 26, 2017 @ 5:30 pm
Response to Questions:	February 2, 2017
Deadline for submittal of Proposal:	February 9, 2017 @ 5:30 pm
Interviews (if necessary)	Week of February 20th
Agreement Presented to Council for Review & Approval:	March 20, 2017 (tentative)

METHOD OF SELECTION AND NOTICES

The Selection Team, led by the Finance Director, will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

INFORMATION TO BE SUBMITTED

Prospective Firms must submit one (1) original, two (2) copies, and one digital copy of their proposal (digital copy may be submitted via email to sgarcia@sfcity.org but will not be accepted in lieu of the original/copy due to City Hall).

1. Include a *Proposal Summary* Section

   This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them.

2. Include a *Profile of the Proposing Firm(s)* Section

   This section shall include a brief description of the Firm, including size, location of office(s), number of years providing service, organizational structure of the responsible division, etc.

   Provide an affirmative statement that the firm is independent of the City of San Fernando as defined by auditing standards generally accepted in the United States and the General Accounting *Office's Government Auditing Standards*.

   Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

2. Include a *Qualifications of the Firm* Section

   This section shall include a brief description of the Firm's qualifications, including an affirmative statement verifying the firm, and all assigned key professional staff, are properly licensed to practice in California, and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

3. Include a *Work Plan* Section

   In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements as set forth in the Scope of Service and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Firm in similar work.

4. Include a *Project Staffing* Section

   In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. An organizational chart for the project team and resumes for key Firm personnel shall be included. Key Firm personnel will be an important factor considered by the Finance Director. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

5. Include a *Proposal Costs Sheet and Rates* Section

   In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

   In addition, include the costs for any other services that are considered optional additions.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: April 17, 2017

Subject: Consideration to Approve an Exchange Agreement – Conversion of Federal Surface Transportation Program Local (STP-L) Funds to Flexible Funds with the Los Angeles County Metropolitan Transportation Authority

RECOMMENDATION:

It is recommended that the City Council:

a. Approve an Exchange Agreement and Assignment of Federal Surface Transportation Program – Local Funds (Attachment "A" – Contract No. 1849) with the Los Angeles County Metropolitan Transportation Authority ("Metro"); and

b. Authorize the City Manager to execute the Agreement.

BACKGROUND:

The Federal Surface Transportation Program Local (STP-L) provides funding for a variety of transportation and local infrastructure projects. In order to obligate the use of these funds, local agencies must follow a lengthy administrative process in accordance with federal regulations. As an alternative, Metro offers local agencies an exchange program whereby STP-L funds can be exchanged for flexible funds. This alternative would make the funds available for use immediately and save the City consultant and staff costs related to federal grant reporting, the federal funding obligation process and grant reimbursement process. Participation in the exchange program requires a two percent fee, deducted from the City's STP-L fund balance.

ANALYSIS:

The Metro STP-L Exchange Program allows local agencies the opportunity to streamline the use of federal transportation funds. Traditionally, the federal grant process is quite lengthy, requiring a significant amount of time to obligate funds, administer grant projects and obtain grant reimbursement. These administrative activities include multiple City departments (i.e.,

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

Finance, Public Works) and the use of specialized consultant services to ensure compliance with the federal reimbursement process.

In the last several years, the City has utilized Metro's exchange program to help expedite the delivery of projects and compliance with federal reporting requirements, including the STP-L Exchange Program in 2013 and Federal Transit Administration (FTA) Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Grant Exchange Program in 2008. Under these programs, Metro assumes all federal reporting requirements under the grant programs.

A summary of the City's STP-L fund balance and exchange program costs is included below. As of this fiscal year, the City held a fund balance of $144,995. Participation in this program would allow the City to advance its allocations for the next four fiscal years, totaling $289,088. In aggregate, this brings the City's total balance to $434,083. If approved, Metro would deduct a two percent processing and administrative fee in the amount of $8,682, leaving a balance of $425,401 for local improvements.

Based on the City's recently completed Federal Community Development Block Grant (CDBG) Street Improvement Project, it is estimated that the exchange agreement will save the City at least $15,000 in staff and consultant costs related to compliance with federal reporting requirements. In addition, participation will make funds available now and help to expedite project delivery.

City of San Fernando Federal STP-L Funds		
Balance, 9/30/16	$	144,995
4-Year Allocation: FY 17-20	$	289,088
Subtotal	$	434,083
2% Administration/Processing Fee	$	(8,682)
Fund Exchange Payment Total	$	425,401

BUDGET IMPACT:

Approval of the Exchange Agreement will result in a reduction of available STP-L funds by $8,682. However, the City will also realize cost avoidance in the amount of $15,000 related to federal grant reporting costs, funding obligation requirements, and reimbursement processing.

CONCLUSION:

Based on the City's previous success with this program and the opportunity to program funds immediately, it is recommended that the City Council approve participation in the Metro Exchange Agreement program.

ATTACHMENT:

A. Contract No. 1849

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EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM — LOCAL FUNDS

This Exchange Agreement and Assignment of Federal Surface Transportation Program-Local Funds ("AGREEMENT"), is made and entered into as of March 22, 2017, by and between the City of San Fernando ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. CITY is eligible for and has available Federal Surface Transportation Program-Local funds ("STP-L Funds").

B. CITY desires to exchange $434,083 of CITY's STP-L Funds for a like amount of LACMTA Local Transportation Funds ("LACMTA Funds").

C. LACMTA is willing to exchange $434,083 in LACMTA Funds for a like amount of CITY's STP-L Funds subject to the terms and conditions contained herein.

D. An exchange of CITY's STP-L Funds with LACMTA Funds is beneficial to and in the general interest of CITY and LACMTA.

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and LACMTA, and of the promises contained herein, it is hereby agreed as follows:

AGREEMENT:

1. CITY hereby assigns to LACMTA $434,083 of CITY's STP-L Funds. LACMTA shall be authorized to deduct such amount from CITY's STP-L Fund balance. This assignment shall be automatically effective upon full execution of this AGREEMENT without the necessity of the execution, delivery or recording of any further instrument whatsoever. Notwithstanding the foregoing, at LACMTA's request, CITY shall execute and deliver such documents and instruments as may be required to evidence such assignment of STP-L Funds.

2. LACMTA hereby accepts CITY's assignment of CITY's STP-L Funds for use on Federal-aid-eligible project(s), to be determined by LACMTA in its sole and absolute discretion.

3. Upon receipt of (i) a fully executed AGREEMENT, (ii) CITY's written certification of the amount of CITY's STP-L Fund Balance, as defined herein, which CITY's STP-L Fund Balance shows that CITY has sufficient STP-L Funds to meet its obligations hereunder, and (iii) LACMTA's deduction of CITY's STP-L Funds as provided in paragraph 1 above, LACMTA shall pay CITY $425,401 of LACMTA Funds which includes the deduction for the processing fee described in paragraph 5 below. For purposes of this AGREEMENT, CITY's "STP-L Fund Balance" shall mean the amount of funds contained in CITY's STP-L Fund account as of the date that this AGREEMENT is fully executed

plus CITY's FY17 apportionment share of STP-L Funds. If the STP-L Fund Balance is insufficient to satisfy CITY's exchange obligations hereunder, CITY hereby authorizes LACMTA to deduct from CITY's future STP-L Funds until LACMTA has in the aggregate received the amount of CITY's STP-L Funds specified in paragraph 1 above.

4. CITY must complete an Automated Clearing House (ACH) form as provided in Exhibit A to allow LACMTA to make disbursements electronically. Disbursements via ACH will be made at no cost to CITY. If electronic disbursements are not the preferred method of disbursement, CITY may request an exception in writing.

5. CITY shall pay LACMTA a two-percent (2%) processing and administrative fee ("the Processing Fee") in connection with the exchange contemplated by this AGREEMENT. The Processing Fee shall be assessed against the total amount of LACMTA Funds payable to CITY. CITY hereby authorizes LACMTA to deduct the Processing Fee from the amount LACMTA is to pay CITY hereunder.

6. CITY shall expend the LACMTA Funds on STP-L-Eligible Projects by the Lapsing Date. For the purposes of this AGREEMENT, "the Lapsing Date" shall mean the date that is five (5) years from the date that this AGREEMENT is fully executed. Any LACMTA Funds not expended by the Lapsing Date shall lapse and be returned to LACMTA within thirty (30) days of the Lapsing Date for further programming to third parties as LACMTA determines in its sole discretion.

A. For the purposes of this AGREEMENT, the term "STP-L-Eligible Project" shall mean any transportation capital improvement that would normally qualify for the STP-L program, provided however, that any applicable federal regulations and standards related to procurement and other project delivery issues may be substituted with applicable state and local regulations, standards, and policies.
B. The term "expend" as used in Section 6 shall mean "encumbered by an awarded contract".
C. If the LACMTA Funds have lapsed and CITY has not returned all or a portion of the lapsed LACMTA Funds to LACMTA, then CITY shall be considered to be in default and agrees that such outstanding payments shall be paid from CITY funds in the following priority: first, from any of CITY's unobligated STP-L balance funds, then from CITY's Proposition A local return funds, then from CITY's Proposition C local return funds, and then from CITY's Measure R local return funds. If CITY is in default hereunder, in addition to all rights and remedies available to LACMTA at law or in equity and without further notice or ability to cure by CITY, CITY hereby authorizes LACMTA to withhold the applicable STP-L funds or local return funds in the amount needed to satisfy the outstanding amount of lapsed LACMTA Funds due and owing to LACMTA prior to LACMTA transferring the balance of such local return funds to the CITY in accordance with the applicable state laws or ordinances.

7. CITY must use the LACMTA Funds in the most cost-effective manner. If CITY intends to use a consultant or contractor to implement all or part of the STP-L-Eligible Project, LACMTA requires that such activities be procured in accordance with CITY's contracting procedures and be consistent with State law as appropriate. CITY will also use the LACMTA

Funds in the most cost-effective manner when the LACMTA Funds are used to pay "in-house" staff time. CITY staff or consultants with project oversight roles may not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.

8. LACMTA, and/or its designee, shall have the right to conduct audits of CITY's use of the LACMTA Funds, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits, and final audits. CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY's records shall include, without limitation, any supporting evidence deemed necessary by LACMTA to substantiate CITY's use of LACMTA Funds. These records must be retained by CITY for five years following CITY's last use of the LACMTA Funds. CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The allowability of costs for CITY's own expenditures submitted to LACMTA for the STP-L-Eligible Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for CITY's contractors, consultants, and suppliers expenditures submitted to LACMTA through CITY's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to return the monies within thirty (30) days after the final audit is sent to CITY.

9. The terms of this AGREEMENT shall commence on the date that this AGREEMENT is fully executed and shall terminate once CITY has expended all the LACMTA Funds and all LACMTA audit and reporting requirements have been satisfied.

10. CITY shall fully indemnify, defend and hold LACMTA and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages of any nature whatsoever arising out of (i) a breach of CITY's obligations under this AGREEMENT; or (ii) any act or omission of CITY or its officers, agents, employees, contractors, or subcontractors in the use of the LACMTA Funds.

11. LACMTA shall fully indemnify, defend and hold CITY and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages to or loss of risk of property, any environmental obligations, any legal fees and any claims for damages of any nature whatsoever arising out of (i) a breach of LACMTA's obligations under this AGREEMENT; or (ii) any act or omission of LACMTA or its officers, agents, employees, contractors, or subcontractors in the use of CITY's STP-L Funds.

12. This AGREEMENT may be amended or modified only by mutual written consent of

LACMTA and CITY.

13. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY OF SAN FERNANDO:

Nick Kimball
Interim City Manager
City of San Fernando
117 North Macneil Street
San Fernando, CA 91340

LACMTA:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012
Attn: William Ridder

14. This AGREEMENT shall be interpreted and governed by the laws of the State of California.

15. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter herein.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers as of the date stated below.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Phillip A. Washington
Chief Executive Officer

CITY OF SAN FERNANDO

By: _____

Nick Kimball
Interim City Manager

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

By: _____
City Attorney

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: April 17, 2017

Subject: Consideration to Approve a Professional Services Agreement for Citywide Inserted Catch Basin Maintenance with G2 Construction, Inc.

RECOMMENDATION:

It is recommended that the City Council:

a. Approve plans and specifications (Attachment "A") for the Citywide Inserted Catch Basin Maintenance;

b. Accept the lowest responsive bid from G2 Construction, Inc. (G2 Construction) for the maintenance services;

c. Authorize the City Manager to enter into a three-year Professional Services Agreement (Attachment "B" – Contract No. 1848) with G2 Construction for Citywide Inserted Catch Basin Maintenance, contingent on funds being appropriated in Fiscal Year (FY) 2017-2018 approved budget, in an amount not-to-exceed $59,466.00 per year with two optional one-year extensions, not-to-exceed $59,466.00 per year CPI.; and

d. Establish an amount of approximately 9% of the contract amount ($5,534), as a contingency, to cover the cost of unforeseen expenses

BACKGROUND:

1. As part of the state mandate from the State Water Resource Control Board, all public agencies are subject to the requirements of the Municipal Separate Storm Sewer System (MS4) Permit. One of the requirements of the MS4 Permit is the Trash Total Maximum Daily Load (TMDL). The purpose of this requirement was to eliminate 100% of the trash, larger than the diameter of a cigarette butt (5 mm), from entering the storm drain system by October 31, 2016.

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

2. In order to comply with this requirement, catch basins (both City of San Fernando (City) and Los Angeles County Flood Control District (LACFCD) owned) within the City were retrofitted with trash excluders to prevent trash from entering the storm drain system.

3. On July 18, 2016, the City Council awarded a contract to United Storm Water, Inc. to install trash excluders in 102 catch basins (35 City-owned and 67 LACFCD-owned) within the City. The work was completed in October 2016 and the City Council accepted the project on January 17, 2017. The Notice of Completion (NOC) for the project was subsequently filed with the Los Angeles County Registrar-Recorder's Office.

4. In addition to the 102 catch basins that were retrofitted with trash excluders, there are 191 substandard catch basins that cannot be retrofitted and 13 catch basins with automatic retractable screens (ARS), connector pipe screens (CPS), or both devices for a total of 306 catch basins located in the City.

ANALYSIS:

Now that the catch basins have been retrofitted with the CPS and ARS devices, the MS4 Permit requires the City to perform ongoing maintenance and cleaning of the catch basins to ensure proper operation of the storm drain system.

A breakdown of the catch basins to be maintained within the City is provided in the table below:

Total number of catch basins	**City Owned**						**LACFCD Owned**					
306	239						67					
	Retrofitted			Not Retrofitted			Retrofitted			Not Retrofitted		
306	48			191			67			0		
	CPS	ARS	Both	CPS	ARS	Both	CPS	ARS	Both	CPS	ARS	Both
115	26	13	9	0	0	0	67	0	0	0	0	0

For the 67 LACFCD owned catch basins, the City was required to enter into a maintenance agreement with the LACFCD effective January 26, 2017. In accordance with the City's Purchasing Policy, a Request for Bids was released for maintenance services for 239 City-owned catch basin devices. The project was advertised in the Los Angeles Daily News on January 26, 2017 and February 2, 2017, and in the San Fernando Valley Sun on February 2, 2017. Bid packets were obtained from two contractors (Attachment "C"). The bids were publicly opened on February 16, 2017 and the bid results are shown below:

	Bidders	Bid Amount
1	G2 Construction, Garden Grove, CA	$ 59,466.00
2	United Storm Water, Inc., Industry, CA	$ 94,128.48
A	Average Bid	$ 76,797.24
E	Engineer's Estimate	$ 64,018.00

Based on review of the bid proposal and bid amount, G2 Construction is the lowest, responsive and responsible bidder. References for G2 Construction have been contacted and verified. The low bidder's license has been verified with the California State Contractor's License Board to be current, active, and in good standing.

BUDGET IMPACT:

The total cost for FY 2017-2018 is $65,000.00 ($59,466 bid plus $5,534 contingency) from the General Fund. This will be an annual reoccurring cost and will remain constant for the first three years with CPI increases for years four and five, if the contract is renewed. Catch basin maintenance is necessary to keep the City in compliance with its National Pollutant Discharge Elimination (NPDES) permit. This requirement is mandated by the California Environmental Protection Agency via the State Water Resources Control Board; non-compliance can lead to a daily fine ranging from $5,000 to $15,000.

CONCLUSION:

It is recommended that the City Council authorize the City Manager to execute the Maintenance Services Agreement for Citywide Inserted Catch Basin Maintenance with G2 Construction. The maintenance of the catch basins will ensure the proper operation of the storm drain system.

ATTACHMENTS:

A. Maintenance Services Specifications
B. Contract No. 1848
C. Bid Summary

CITY OF SAN FERNANDO
CALIFORNIA

CONTRACT DOCUMENTS, SPECIFICATIONS, AND STANDARD DRAWINGS FOR STORM DRAIN CATCH BASIN MAINTENANCE

Prepared by:

WILLDAN Engineering | *extending your reach*

374 POLI STREET, SUITE 101
VENTURA, CALIFORNIA 93001
825-653-6597

REGISTERED PROFESSIONAL ENGINEER
MICHAEL D. BUSTOS
EXP. 12-31-18
NO. 73173
CIVIL
STATE OF CALIFORNIA

Prepared Under the Supervision of: _____ Date: Jan. 26, 2017
Mike Bustos, P.E., Willdan Engineering

REGISTERED PROFESSIONAL ENGINEER
YING KWAN
EXP. 3-31-2018
NO. 42418
CIVIL
STATE OF CALIFORNIA

Approved by: _____ Date: Jan. 26, 2017
Ying Kwan, P.E., City Engineer

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ATTACHMENT B – City Catch Basin Inventory Map
ATTACHMENT C – City Catch Basin Inventory Spreadsheet
ATTACHMENT D – City Catch Basin Inspection and Cleaning Spreadsheet

NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 AM on Thursday, February 16, 2017**, and said bids will be publicly opened and declared for performing work on the following project:

REQUEST FOR BID FOR
STORM DRAIN CATCH BASIN MAINTENANCE

City is soliciting qualified Bids for maintenance of catch basins within the City limits (County Owned and City Owned). The lowest responsible bidder ("Contractor") will enter into a contract with the City wishing to accept Contractor's pricing and terms. The total number of catch basins is estimated to be 306 (including curb opening under sidewalk drains).

The Contractor will be required to maintain catch basins with connector pipe screens (CPS) and/or automatic retractable screens (ARS) and unmodified catch basins in accordance with the agreement entered into with the City. Bids shall be made on a per catch basin basis and will remain in effect for 3 years from the date of acceptance. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions.

There is no pre-bid meeting for the project**.**

The contract time for the project is three 1-year periods. Upon the expiration of the Initial Term, this Agreement shall renew automatically for a maximum of two 1-year extension terms, unless, prior to the expiration of the Initial Term or any subsequent extension term, either Party issues written notice to the other expressing its desire not to extend the Agreement. In the event CONSULTANT does not desire to extend the Agreement, CONSULTANT's notice of intent not to extend the Agreement shall be delivered to CITY no less than sixty (60) calendar days prior to the expiration of the Initial Term or any subsequent extension term.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of ninety (90) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City. Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond made payable to the City or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the contractor

and his/her subcontractors shall obtain a City business license. Prior to the time of bidding, the contractor must possess a valid California **Class A** Contractor's License and a **Confined Space Certification**.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of ½ of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of ½ of 1% of the bidder's total bid or $10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

The State General Prevailing Wage Rate Determination as established by the California Department of Industrial Relations is available at http://www.dir.ca.gov/DLSR/PWD/index.htm and in the Public Works Department at City Hall.

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally charted bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Addenda, if any, will NOT be distributed to the planholders, and will ONLY be posted on the City website. **It shall be the Bidder's responsibility to check the City website for any addenda.**

City of San Fernando

Date: Jan. 26, 2017

By: Ying Kwan, P.E.
City Engineer

Daily News
01/26/2017
02/02/2017
Sun
01/26/2017

INSTRUCTIONS TO BIDDERS

1. GENERAL Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein, and must be properly signed by the bidder. The bidder's address, telephone number, and California State Contractor's License number must be included. To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if all the above information is not furnished.

Each proposal submitted must be presented in a sealed cover, and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

Bid Quotes and Unit Price Extensions – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on the Contractor's Proposal form. In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing the Bidder's intention. The bid total will be corrected to conform to the specified unit price.

Bid Retention and Award – The City reserves the right to retain all bids for a period of ninety (90) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

Communications Regarding Bid – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

2. EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals which show obviously unbalanced prices, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the Bidder's signature will be rejected.

4. AWARD AND EXECUTION OF CONTRACT The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

5. SIGNATURE OF CONTRACTOR

a. Corporation Any bids submitted by a corporation must include the name of the corporation, and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.
b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

6. BONDS

a. Bid Bonds Bid must be accompanied by cash, cashier's check, certified check, or surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.
b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract

price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

Whenever any Surety or Sureties on any such bonds, or any bonds required by Law for the protection of the claims of laborers and material men become insufficient or the City Engineer has cause to believe that such Surety or Sureties have become insufficient, a demand in writing may be made of the Contractor for each further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.

8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:

-Contractor's Proposal
-Bidder's Bond
-Contractor Information
-List of References
-List of Subcontractors
-Certificate of Secretary of Adoption of Resolution
-List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
-Non-Collusion Affidavit
-Confined Space Certification **(SHALL PROVIDE WITH BID DOCUMENTS)**

CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

STORM DRAIN CATCH BASIN MAINTENANCE

The undersigned hereby shall commit to beginning contract work within 10 days of receiving Notice to Proceed. Contractor shall complete the contract work as called out within the Special Provisions and shall remain on contract completing this work for a period of 3 years after issuance of the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

_____ _____
Dated Bidder

_____
Signature

_____
Name (Print/Type)

_____
Title

BID SCHEDULE

STORM DRAIN CATCH BASIN MAINTENANCE

Bid price shall be based on a per catch basin costs and shall include the work to be performed under the above "Contract Work" section:

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL BID PRICE
1	Catch Basin Inspections **(Inspection #1)**	EA	306		
2	Catch Basin Inspections **(Inspection #2)**	EA	306		
3	Catch Basin Inspections **(Inspection #3)**	EA	306		
4	Catch Basin Inspections **(Inspection #4)**	EA	306		
5	ARS Catch Basin Cleaning **(Each Cleaning)**	EA	92		
6	CPS Catch Basin Cleaning **(Each Cleaning)**	EA	332		
7	ARS & CPS Catch Basin Cleaning **(Each Cleaning)**	EA	36		
8	Non-Retrofit Catch Basin Cleaning (Including Curb Opening Under Sidewalk Drains) **(Each Cleaning)**	EA	764		
9	"No Dumping" Storm Drain Marker	EA	102		
10	"Staff Gauge" Stenciling	EA	102		
				TOTAL BID AMOUNT	

NOTE: The approximate quantities in this proposal are an estimate only, to establish the unit price and determine total amount bid. Contractor is expected to independently verify any quantities stated herein and to submit a bid based on Contractor's own independent calculation and review of the scope of work.

GREENBOOK Section 3-2 does not apply to this work. The City shall approve the quantities to be paid and reserves the right to pay the Contractor the unit price bid for any amount of actual quantities completed.

Total Amount Bid (In Writing): _____

_____

Contractors Name

_____

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None".

List of Addendum Received: _____

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of San Fernando in the sum of _____ _____ ($_____) to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of which sum well and truly made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden _____ to construct _____ (insert names of streets and limits to be improved) dated _____ is accepted by the City of San Fernando, and if the above bounden his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) days (not including Sunday) from the date of the mailing of a notice to the above bounden _____ by and from the said City of San Fernando that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____ , 2017.

Principal	Surety
By_____	By_____
Its_____	Its_____
By_____	By_____
Its_____	Its_____

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

_____

_____

_____

CONTRACTOR INFORMATION

Company Name _____

Address _____

Telephone _____Fax _____E-mail _____

Type of Firm: Individual ( ) Partnership ( ) Corporation ( )

Corporation organized under the laws of the State of _____

Contractor's License Number _____State ___Classification _____Expiration Date _____

DIR Registration Number _____Expiration Date _____

Names and titles of all officers of the firm

_____

_____

_____

_____

LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

2. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

3. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

4. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

5. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

6. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4l08, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

CERTIFICATE OF SECRETARY
OF ADOPTION OF RESOLUTION

I, _____(insert name of Secretary), do hereby certify that I am the Secretary of _____(insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the _____day of _____ , 2017 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, _____, _____President _____, Vice President and _____, secretary *(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion)*, be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this _____day of _____, 2017.

_____
Secretary

Affix Seal

LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO RECEIVE PRICES IN PREPARATION OF BID PROPOSAL

1. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

2. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

3. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

4. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

5. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

6. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

NON-COLLUSION AFFIDAVIT

STORM DRAIN CATCH BASIN MAINTENANCE
PIPE SCREEN INSTALLATION
JOB NO. 7594, PLAN NO. P-721

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____,being first duly sworn, deposes and

says that he is _____
(Sole owner, partner, president, secretary, etc.)

of _____
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

_____ _____
Date Bidder

_____
Authorized Signature

_____
Name (Print/Type)

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____
Title

On _____, 2017 before me, _____

Personally appeared _____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 acknowledge 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.

(Notary Seal)

_____
Signature of Notary Public

SAMPLE AGREEMENT
_____"Contractor"
STORM DRAIN CATCH BASIN MAINTENANCE

THIS AGREEMENT, made and entered into this ___th day of _____ 2017, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____ "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **STORM DRAIN CATCH BASIN MAINTENANCE**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **STORM DRAIN CATCH BASIN MAINTENANCE,** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated _____, 2017.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within a 1-year period on a year-by-year basis for a total term of three years.

a. This Agreement shall have a term of three 1-year periods commencing from the _____ (hereinafter, the "Initial Term").

b. Upon the expiration of the Initial Term, this Agreement shall renew automatically for a maximum of two 1-year extension terms, unless, prior to the expiration of the Initial Term or any subsequent extension term, either Party issues written notice to the other expressing its desire not to extend the Agreement. In the event CONTRACTOR does not desire to extend the Agreement, CONTRACTOR's notice of intent not to extend the Agreement shall be delivered to CITY no less than ninety (90) calendar days prior to the expiration of the Initial Term or any subsequent extension term.

c. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

4. CONTRACTOR shall perform and complete all of the services and tasks set forth under the Scope of Work at the rates of compensation set forth in that certain compensation schedule set forth under page P2 of the Bid Schedule (hereinafter, the "Compensation Schedule").

a. Subsection (A) of this Section notwithstanding, in no event may CONTRACTOR's total compensation for the performance and completion of the Work exceed the aggregate sum of _____ Dollars ($_____) [EXAMPLE #1: …per month during the Initial Term or any subsequent extension term (hereinafter, the "Monthly Not-to-Exceed Sum").] [EXAMPLE #2: …during any single fiscal year (hereinafter, the "Annual Not-to Exceed Sum").] [EXAMPLE #3: …during the entire Initial Term of the Agreement or during any single extension term ("Contract Price).]

5. PAYMENT OF COMPENSATION:

a. CITY shall compensate CONTRACTOR on a monthly basis as tasks are performed and the Work is completed to the reasonable satisfaction of CITY. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONTRACTOR shall submit to CITY a monthly itemized invoice or statement identifying the tasks performed, hours of service rendered and reimbursable pass-through costs incurred by CONTRACTOR and its various employees during the recently concluded month.

b. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONTRACTOR's monthly invoice.

c. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

6. EXTRA WORK; COMPENSATION FOR EXTRA WORK:

a. At any time during the term of this Agreement, CITY may request that CONTRACTOR perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by CITY to be necessary. CONTRACTOR shall not undertake nor shall CONTRACTOR be entitled to compensation for Extra Work without the prior written authorization of the CITY. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.

b. Payments for any Extra Work shall be made to CONTRACTOR on a time-and-materials basis using CONTRACTOR's standard fee schedule.

c. ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

d. ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

7. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars ($50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

8. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

9. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance

with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

10. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY.

CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or $1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

_____
CONTRACTOR

BY _____

_____
Title

BY _____

_____
Title

CITY OF SAN FERNANDO
A Municipal Corporation

_____
NICK KIMBALL
CITY MANAGER

ATTEST:

_____
ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

_____
RICK R. OLIVAREZ
CITY ATTORNEY
OLIVAREZ MADRUGA, P.C.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____ as Principal, and _____as Surety, are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of _____($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the Owner dated _____for _____ _____.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise this obligation shall remain in full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder. IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____

(Title)

_____

(Surety)

ATTEST:

_____

(Address)

_____ _____

(By)

_____ _____

(Title)

(To be filled in by Surety)

Rate of premium on this bond is $_____ per thousand.

Total amount of premium charge is $_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

_____

_____

_____

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of _____ ($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the Owner dated _____ for _____ _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work or labor performed by any such claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same, in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

Rate of premium on this bond is $_____ per thousand.

Total amount of premium charge is $_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

_____

_____

_____

WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____as Principal, hereinafter called Contractor, and _____, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of _____ _____($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, _____as Contractor, has by written agreement dated _____, 2017, entered into a contract with Owner for **STORM DRAIN CATCH BASIN MAINTENANCE,** in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or;

(2) Obtain a bid or bids for completing the Contract in accordance with it terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;

3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

Rate of premium on this bond is $_____ per thousand.

Total amount of premium charge is $_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

_____

_____

_____

GENERAL PROVISIONS

The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Specifications.

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction, including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, and the American Water Works Association (AWWA) Standards.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

Subsection 1-2 Definitions

Add the following to the provisions of Subsection 1-2, "Definitions":

The Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, of the State of California, Department of Transportation, and the Los Angeles County Department of Public Works Standard Plans, the City of San Fernando Standard Plans, and the American Water Works Association (AWWA) are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern. In case of a conflict between drawings and Technical Provisions, Technical Provisions shall prevail.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

Subsection 2-1 Award and Execution of the Contract

Add the following to the provisions of Subsection 2-1, "Award and Execution of the Contract":

By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

Subsection 2-4 Contract Bonds
Add the following to the provisions of Subsection 2-4, "Contract Bonds":

The performance bond shall remain in effect at least until the date of substantial completion/notice of completion, except as otherwise provided. The contractor warrants and guarantees to the City that all work will not be defective. The contractor shall furnish a warranty performance and payment bond equal to at least one hundred percent of the final contract price or $1,000, whichever is greater, before the contract performance and payment bonds can be released or the retention payment paid. The warranty performance and payment bond shall be in effect until at least three years after the date of the notice of completion, except that utility work may require it to be in effect for longer depending on the contract extension.

Subsection 2-5 Plans and Specifications
Add the following to the provisions of Subsection 2-5, "Plans and Specifications":

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

Record Drawings:

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned location of all buried facilities, such as drains, sumps, pipe, valves, electrical conduit, and irrigation wire.

Dimensions must be taken from above ground permanent, architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawing shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

Subsection 2-9 Surveying

Add the following:

The Contractor shall preserve all benchmarks, monuments, survey marks, centerline ties and stakes and, in case of their impending removal or destruction by his/her operations he/she shall be responsible for notifying the City Engineer **prior** to their removal. Failure to provide such notification will result in the Contractor being liable for all costs associated with their replacement.

2-9.1 Permanent Survey Markers. Subsection 2-9.1 is hereby deleted and replaced with the following:

The Contractor shall retain a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State to Reset Survey Monuments. The Contractor is responsible for the filing and recording of the Survey Monuments.

2-9.2 Survey Service. Subsection 2-9.2 is hereby deleted and replaced with the following:

The Contractor shall retain a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State to provide construction staking. The Contractor is responsible for the accuracy of surveying adequate for construction.

2-9.4 Measurement and Payment. The following section is hereby added:

Full compensation for Construction Survey, including furnishing all labor, materials, tools, equipment, surveyor, supervision, and incidentals for doing all the work involved shall be considered as included in the other items of work.

Payment for monumentation restoration shall be paid at the contract unit price bid per intersection, including furnishing all labor, materials, tools, equipment, surveyor supervision, filing and recordation and other incidental for doing all the work involved and no separate payment shall be made thereof.

Subsection 2-10 Authority of Board and Engineer
Add the following to the provisions of Subsection 2-10, "Authority of Board and Engineer":

The Engineer shall retain all written protests filed, and, upon completion of the work, shall submit all such protests to the City Council, together with a copy of the Engineer's prior written decisions for consideration by the City Council at the time of final acceptance of the work. The Contractor or its representative may appear and be heard by the City Council concerning any such protests. In connection with acceptance of the work and final payment under the Contract, the City Council shall make its determination with respect to each protest filed with the Engineer. The decision of the City Council shall be final.

Subsection 2-11 Inspection
Add the following to the provisions of Subsection 2-11, "Inspection":

Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

SECTION 3 - CHANGES IN WORK

Subsection 3-3 Extra Work
Add the following to the provisions of Subsection 3-3.1, "General":

Subsection 3-4
The Contractor's failure to provide written notice of changed conditions within 48 hours upon their discovery to the Engineer and before they are disturbed shall constitute a waiver of compensation and claims in connection therewith.

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

Subsection 3-5 Disputed Work
Add the following to the provisions of Subsection 3-5, "Disputed Work":

A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of $375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.

B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of $375,000 or less).

Filing and Response to Defined Claim

The Defined Claim shall be in writing, include the documents necessary to substantiate the Defined Claim, and be filed with the Owner on or before the date of the final payment for the work.

If the Defined Claim is less than $50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is over $50,000, the Owner shall respond in writing to the Defined Claim within 60 days of its receipt, or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

Meet and Confer Regarding Defined Claim

If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.

Procedures for Civil Actions Filed to Resolve Defined Claims
The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

Non-Binding Mediation Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2017, et seq., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

C. RESOLUTION OF CLAIMS OTHER THAN DEFINED CLAIMS The provisions of this Paragraph C shall apply to all claims that are not "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in excess of $375,000.00).

Written Claim
If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the

institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

Limitation Period
Demand for Arbitration of any claim other than a Defined Claim shall be served upon the Owner within the time limits set forth in Division 3.6 of the California Government Code for commencement of legal proceedings against a local public agency.

Arbitration
Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of California Code of Civil Procedure Sections 1280, et seq. The parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner: (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Owner shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator; (2) In the event that none of the names submitted by Contractor are acceptable to Owner or if for any reasons the Arbitrator selected in Step (1) is unable to serve, the Owner shall submit to Contractor a list of the five names of persons acceptable to Owner for appointment as Arbitrator to Contractor who shall in turn have 10 days in which to determine if one such person is acceptable; (3) If after Steps (1) and (2) the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.

SECTION 4 - CONTROL OF MATERIALS

Subsection 4-1.3 Inspection Requirements
Add the following to the provisions of Subsection 4-1.3, "Inspection Requirements":

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

SECTION 5 - UTILITIES

Subsection 5-1 Location
Add the following to the provisions of Subsection 5-1, "Location":

Utilities for the purpose of these Special Provisions shall be considered as including but not limited to; pipelines; conduits; transmission lines; appurtenance of both public utilities and private industries, business, or individual; storm drains; sanitary sewers; and street lighting conduits.

The City has endeavored to locate and indicate on the drawings all underground utilities, facilities, and obstructions within the limit of the work under this contract or so nearly adjacent thereto as to interfere with the execution of the work. However, the accuracy and completeness of the utilities location indicated on the plans is not guaranteed. Sewer service lines, gas service connections, and street lights and traffic signal conduits may not be shown on the plans.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

1.	Verizon Company	800-483-1000
2.	Edison Company	800-611-1911
3.	Southern California Gas Company	800-427-2200
4.	San Fernando Water Department	818-898-1293
5.	L.A. City Municipal Services	800-342-5397
6.	L.A. Metropolitan Water Dist.	626-844-5610
7.	Time Warner Cable	818-700-6500
8.	Pacific Pipeline Co.	800-987-4737

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

Subsection 6-1 Construction Schedule and Commencement of Work
Add the following to the provisions of Subsection 6-1, "Construction Schedule and Commencement of Work":

The Contractor shall begin work within three (3) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in the Contractor's Proposal expires.

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 3 p.m.

Subsection 6-6 Delays and Extensions of Time
Add the following to the provisions of Subsection 6-6, "Delays and Extensions of Time":

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or

delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

Subsection 6-7 Time of Completion
Add the following to the provisions of Subsection 6-7, "Time of Completion":

Where a single shift is worked, eight (8) consecutive hours between 7 a.m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 7 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Cesar Chavez's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Subsection 6-8 Completion and Acceptance
Add the following to the provisions of Subsection 6-8, "Completion and Acceptance":

Final inspection and recommendation of completion by the Engineer does not constitute acceptance of the project. The contractor remains responsible for the project until acceptance of the work by the City Council.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

Subsection 7-2 Labor
Add the following to the provisions of Subsection 7-2, "Labor":

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or

2. When the number of apprentices in training in the area exceeds a ratio of one to five, or

3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or

4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Subsection 7-2.2 Laws
Add the following to the provisions of Subsection 7-2.2, "Laws":

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City of San Fernando, $50.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the contractor shall forfeit as a penalty to the City of San Fernando, $50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor.

In accordance with the provisions of Section 1770 to 1777 inclusive, of the Labor Code of the State of California, the City Council of San Fernando has adopted the general prevailing rates of per diem wages applicable to the work to be done as have been determined by the Director of the Department of Industrial Relations for the State of California.

Subsection 7-3 Liability Insurance

Add the following to the provisions of Subsection 7-3, "Liability Insurance":

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to any one (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be completely exhausted before City coverage, if any and to be considered secondary, is exercised.

By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

Subsection 7-5 Permits and Registrations
Add the following to the provisions of Subsection 7-5, "Permits and Registrations":

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is https://efiling.dir.ca.gov/PWCR; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is $300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

Subsection 7-8.1 Cleanup and Dust Control
Add the following to the provisions of Subsection 7-8.1, "Cleanup and Dust Control":

All excess dirt and construction debris shall be hauled away from job site each day.

Subsection 7-9 Protection and Restoration of Existing Improvements

Add the following to the provisions of Subsection 7-9, "Protection and Restoration of Existing Improvements":

Existing improvements damaged or removed without written authorization shall be replaced by the contractor at no cost to the City. The contractor shall leave the work area in the same or better condition as compared to before beginning contract work.

Subsection 7-10 Public Convenience and Safety
Add the following to the provisions of Subsection 7-10, "Public Convenience and Safety":

In the event that the Contractor fails to adequately provide for the public safety during the course of construction under this contract, and the City is required to provide for said public safety, the Contractor shall pay the City the cost of each service call, which will include all direct labor and material costs including fringe benefits, overhead, and applicable rental rates for the various pieces of equipment. Any and all costs incurred by the City as a result of the failure of the Contractor to provide for the public safety will be deducted from the amount due to the Contractor for the work done under this contract.

Subsection 7-10.2 Storage of Equipment and Materials in Public Streets
Add the following to the provisions of Subsection 7-10.2, "Storage of Equipment and Materials in Public Streets":

Overnight stockpiling of construction debris or excavated materials is not allowed. Contractor must obtain written approval from the Engineer prior to storage of construction materials and equipment on the street where improvements are planned. Adequate flashing barricades shall be provided.

Subsection 7-10.3 Street Closures, Detours, Barricades
Add the following to the provisions of Subsection 7-10.3, "Street Closures, Detours, Barricades":

In the event that any street must be closed, request must be received by the Engineer for approval and the following parties shall be notified at least 48 hours in advance.

a.	Public Works Department	818-898-1293
b.	Police Department	818-898-1267
c.	Fire Department	818-989-8561
d.	Mauran Ambulance	818-365-3182

The Contractor may choose to comply with the requirements of W.A.T.C.H. (Work Area Traffic Control Handbook) in providing devices and signage for pedestrian and vehicular traffic. The Contractor shall provide flagmen as necessary.

Overnight parking of construction equipment in the project site shall comply with the City parking restriction/regulations. Contractor shall provide adequate flashing barricades.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required; however, the AGENCY's personnel shall

have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

SECTION 9 - MEASUREMENT AND PAYMENT

Subsection 9-3 Payment
Add the following to the provisions of Subsection 9-3, "Payment":

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final project acceptance, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

Subsection 9-3.2 Partial and Final Payment
Add the following to the provisions of Subsection 9-3.2, "Partial and Final Payment":

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate; and the value thereof. The City of San Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars ($300.00).

The Contractor may be required to submit updated work schedules and current record drawings (as-built) with requests for progress payments.

SPECIAL PROVISIONS

1.1 GENERAL REQUIREMENTS

All Conditions of the Contract apply to work of this Section.

In case of a conflicting statement between this section and other sections in the specifications or SSPWC, the terms in this Technical Specification shall prevail.

1.2 SCOPE OF WORK

1.2.1 This work includes furnishing labor, materials, tools, equipment, transportation and services required for complete and satisfactory construction of:

STORM DRAIN CATCH BASIN MAINTENANCE

in accordance with the improvement plans and Specifications prepared by The City.

A. GENERAL NATURE OF WORK

The Contractor will be required to maintain catch basins with connector pipe screens (CPS) and/or automatic retractable screens (ARS) and unmodified catch basins in accordance with the agreement entered into with the City. Bids shall be made on a per catch basin basis and will remain in effect for 3 years from the date of acceptance.

1.3 SPECIFICATIONS AND APPENDED

1.3.1 Improvement plans, which form a part of the Contract Documents and which accompany these specifications, are included in the Appendices of the specifications.

1.3.2 Specifications which form a part of the Contract Documents consist of sections listed in the Table of Contents of these specifications.

1.3.3 Qualification of Standard Specifications: Wherever references are made in the Specifications to Standard Specifications or methods, reference shall be made to the Standard Specifications for Public Works Construction, 2015 Edition.

1.4 COORDINATION

The Contractors shall coordinate the work of the various trades and crafts to avoid possible interferences, duplication of work, or unfinished gaps and conflicts between operations. The various trades and crafts shall agree that, due to field conditions, minor departures from the improvement plans are bound to occur, and that such departures are self compensating so far as cost of additions or deductions are concerned. No claims for extras or time extensions will be allowed in connection with such minor changes due solely to field conditions.

1.5 CONSTRUCTION FORCE

It shall be construed that each subcontract is an integral part of the General Contract and the Contractor shall provide and maintain, in full operation, at all times during the performance of the contract, a sufficient crew of laborers, mechanics, and foremen to execute the work with dispatch. All construction related efforts and operations shall be continuous and sustained.

1.6 EMERGENCY RESPONSE

The Contractor shall furnish the City with the names and telephone numbers of a minimum of two (2) responsible representatives able to expedite requests beyond the normal working hours and on weekends and holidays.

2 BID ITEM NOS. 1-8 – CATCH BASIN INSPECTION AND CLEANING

2.1 GENERAL

The Contractor shall furnish all materials, equipment, tools and labor to clean out, i.e., remove trash and debris from within and around all catch basins in which retrofit devices are installed. Clean out shall also include the catch basin connector pipe openings.

2.2 METHOD OF TRASH REMOVAL

All debris and trash required to be removed from the catch basins shall be removed in a manner to be determined by the Contractor. The Contractor shall not allow any trash or debris to enter the connector pipe or main line as a result of the clean out operations.

2.3 DEBRIS DISPOSAL

All debris and trash removed under this Contract shall become the property of the Contractor and shall be legally disposed of away from the basin sites. The Contractor is responsible for proper disposal of the debris and trash, including obtaining approvals from all jurisdictional agencies, as applicable. The Contractor shall be responsible for removing any dead animal from inside a catch basin. The Contractor shall also be responsible for contacting and coordinating with the appropriate agency or organization in charge with the pickup and disposal of dead animals.

Prior to the start of the Work, the Contractor shall identify his intended disposal sites. In addition, the Contractor shall furnish to the Engineer at the end of each week the original or copies of all invoices or billings for the disposal of debris. The Contractor is responsible for reporting to the disposal facility, as accurately as practical, the jurisdictional percentage of the debris being disposed. These invoices must indicate the weights or volume of debris disposed.

Vehicles used by the Contractor to transport debris to approved dumpsites shall be so equipped that spillage does not occur. Covering of the load shall be required to prevent the debris from being blown off the transport vehicle. Vehicles and personnel operating these vehicles that do not comply with this requirement may be ordered removed from the project and shall not be utilized again.

2.4 MAINTENANCE CONDITIONS AND MAINTENANCE STANDARDS

Following are deficiencies in maintenance conditions and their corresponding maintenance standards which shall apply to this Contract. The clean out of each catch basin shall meet the maintenance standards listed as follows:

Description of Maintenance Condition Deficiency	**Description of Maintenance Standard**
1. Trash and debris located immediately in front of curb opening or side opening of catch basin, and on top or between metal grates of grated catch basin.	1. No trash and debris located immediately in front of catch basin opening, and on top or between metal grates.
2. Vegetation growing across and/or blocking the basin opening.	2. No vegetation blocking catch basin opening.
3. Trash and debris in the basin.	3. No trash and debris within the catch basin.
4. Trash and debris in the connector pipe opening, upstream or downstream.	4. No trash and debris in connector pipe opening and/or in the connector pipe for a distance of 6 feet inside from the opening or to the mainline/catch basin connection, whichever is greater.

Trash and debris shall include, but is not limited to, mud, vegetation, and garbage.

Upon completion of a clean out operation at a catch basin and before leaving it, the Contractor shall sweep and clean the top surface of the catch basin and the area 2 feet around the basin, and shall remove any trash and debris resulting from the clean out operations. No debris is to be left at a catch basin for future pickup.

2.5 SCOPE OF WORK

Contractor shall inspect, clear all debris, and perform any required minor repairs to catch basins within the jurisdiction of the City a minimum of one time between May 1 and September 30 of each year (Includes 1 Inspection and 1 Cleaning per catch basin). In addition, Contractor shall perform one inspection of all catch basins within the jurisdiction of the City during each of the months of October, January and April (Includes 3 Additional Inspections of every catch basin). Contractor shall immediately clean (after any of the 3 additional inspections) any catch basin sumps found to have a blocked screened inlet, screened outlet, or be at least forty percent (40%) full of trash and debris. Contractor shall make minor repairs to any catch basin trash screen or trash collection device that is damaged (after any of the 3 additional inspections) and shall be included in the per catch basin cleaning cost. Contractor shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the City within twenty-four (24) hours of discovery.

Bid prices shall be submitted for each type of catch basin and shall include costs to maintain each type for a twelve-month period, as specified. Bid prices shall also be submitted for stenciling and shall include costs, as specified herein. The City will pay the Contractor for each of the required inspections and cleanings based on the Contractor's bid. Requests for payment shall be submitted to the City upon completion of each of the four required inspections and/or cleanings. The City may request additional cleanings based on the Contractors bid.

Minor Maintenance as used within this specification shall mean adjustments to the ARS unit to allow for proper operation. Minor Maintenance shall include repairs to the CPS screen that may result during the cleaning of the catch basin. Minor Maintenance does not include the replacement of bent or damaged parts caused by vandalism or accident. If the work required to restore the ARS to proper operation exceeds minor Maintenance the contractor shall schedule a meeting with the City Maintenance staff to confirm the extent of the damages. The Cleaning Contractor shall not participate in the replacement of damaged ARS units when the work exceeds the definition of Minor work contained above.

2.6 PAYMENT

Payment for **BID ITEM NO. 1 – CATCH BASIN INSPECTIONS (INSPECTION #1)** shall be at the contract unit price bid per each (EA) catch basin which includes 1 inspection per each catch basin and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all catch basin inspection, and no additional compensation will be allowed therefor.

Payment for **BID ITEM NO. 2 – CATCH BASIN INSPECTIONS (INSPECTION #2)** shall be at the contract unit price bid per each (EA) catch basin which includes 1 inspection per each catch basin and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all catch basin inspection, and no additional compensation will be allowed therefor.

Payment for **BID ITEM NO. 3 – CATCH BASIN INSPECTIONS (INSPECTION #3)** shall be at the contract unit price bid per each (EA) catch basin which includes 1 inspection per each catch basin and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all catch basin inspection, and no additional compensation will be allowed therefor.

Payment for **BID ITEM NO. 4 – CATCH BASIN INSPECTIONS (INSPECTION #4)** shall be at the contract unit price bid per each (EA) catch basin which includes 1 inspection per each catch basin and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all catch basin inspection, and no additional compensation will be allowed therefor.

Payment for **BID ITEM NO. 5 – ARS CATCH BASIN CLEANING** shall be at the contract unit price bid per each (EA) catch basin for an entire year period which includes each cleaning of the catch basin at a minimum of 1 per year and a maximum of 4 per year and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all catch basin cleaning, including dumping, and no additional compensation will be allowed therefor.

Payment for **BID ITEM NO. 6 – CPS CATCH BASIN CLEANING** shall be at the contract unit price bid per each (EA) catch basin for an entire year period which includes each cleaning of the catch basin at a minimum of 1 per year and a maximum of 4 per year and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all catch basin cleaning, including dumping, and no additional compensation will be allowed therefor.

Payment for **BID ITEM NO. 7 – ARS & CPS CATCH BASIN CLEANING** shall be at the contract unit price bid per each (EA) catch basin for an entire year period which includes each cleaning of the catch basin at a minimum of 1 per year and a maximum of 4 per year and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all catch basin cleaning, including dumping, and no additional compensation will be allowed therefor.

Payment for **BID ITEM NO. 8 – NON-RETROFIT CATCH BASIN CLEANING (INCLUDING CURB OPENING UNDER SIDEWALK DRAINS)** shall be at the contract unit price bid per each (EA) catch basin for an entire year period which includes each cleaning of the catch basin at a minimum of 1 per year and a maximum of 4 per year and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all catch basin cleaning, including dumping, and no additional compensation will be allowed therefor.

Bidders are advised that the quantity of debris located within each catch basin is unknown and, therefore, should be taken into consideration when preparing the bid.

3 BID ITEM NOS. 9-10 – STENCILING

3.1 GENERAL

The City has a varying number of catch basins, most or all of which are currently labeled with the appropriate "NO DUMPING" language. The City would like to place permanent 4" storm drain markers with adhesive to the front of every curb where a catch basin currently exists. Examples of such markers can be found at: https://www.usabluebook.com/c-1489-stormwater-markers.aspx Contractor will be required to submit proposed metal markers for the City's review and approval prior to any application taking place. With a total of 306 catch basins within the City, the Contractor shall provide a cost for installing metal markers per each for a total of 102 catch basins within a 1-year working period and completing installation on every catch basin within the City after the 3-year contract period. Locations of metal markers shall be recorded on Catch Basin Inspection and Cleaning Spreadsheet by Contractor while conducting catch basin inspections.

Contractor shall stencil/re-stencil all catch basins with "Staff Gauge" stencil in accordance with Los Angeles County Standard (Attachment A: LA County Appendix A-2: Staff Gauge). With a total of 306 catch basins within the City, the Contractor shall provide a cost for stenciling "Staff Gauge" per each for a total of 102 catch basins within a 1-year working period and completing stenciling on every catch basin within the City after the 3-year contract period. Locations of stenciling shall be recorded on the Catch Basin Inspection and Cleaning Spreadsheet by Contractor while conducting catch basin inspections and no additional payment will be made therefor. Contractor shall take photos documenting the before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 megapixel (MP) in quality and in jpeg (.jpg) format. The Catch Basin Inspection and Cleaning Spreadsheet shall be completed to date with photo documentation along with each invoice to City and no additional compensation will be allowed therefor.

3.2 PAYMENT

Payment for **BID ITEM NO. 9 –"NO DUMPING" STORM DRAIN MARKER** shall be at the contract price bid per each (EA) catch basin and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work included, but not limited to, stenciling, and no additional compensation will be allowed therefor.

Payment for **BID ITEM NO. 10 –"STAFF GAUGE" STENCILING** shall be at the contract price bid per each (EA) catch basin and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work included, but not limited to, stenciling, and no additional compensation will be allowed therefor.

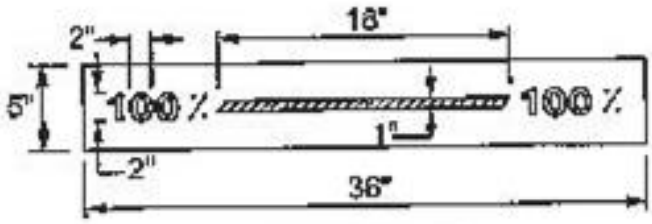
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ATTACHMENT A

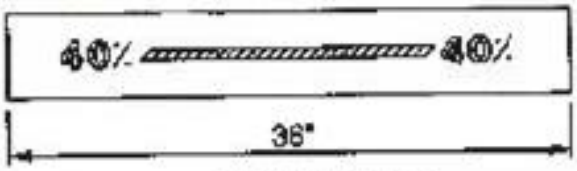
LA County Appendix A-2: Staff Gauge

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

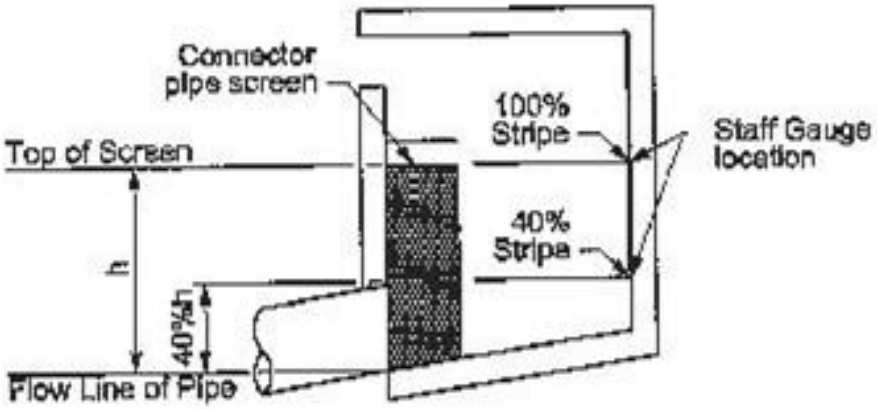
APPENDIX A-2: STAFF GAUGE



100% STRIPE
(Red Stripe and Numbers on White Background)



40% STRIPE
(Red Stripe and Numbers on White Background)



EXAMPLE LAYOUT

"THE PAINT TYPE AND SPECIFICATIONS MUST BE SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL PRIOR TO USE."

1. The Contractor shall paint a staff gauge as shown on an externally visible interior wall of each catch basin.
2. The Contractor shall paint red stripes and numbers on white background labeling 40% and 100% screen height as shown above.
3. Surfaces must be clean, dry and free from all contaminants including rust that may impair adhesion.

Revised 07/21/2010

ATTACHMENT B

City Catch Basin Inventory Map

CITY OF SAN FERNANDO
2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION
PROJECT NO. 7594 - PLAN NO. 721

CITY OF SAN FERNANDO





PROJECT LOCATION MAP

KEY MAP

"AS-BUILTS"

SHEET INDEX

SHEET 1 – TITLE SHEET/KEY MAP
SHEET 2 – CATCH BASIN LOCATIONS – NORTHWEST QUADRANT
SHEET 3 – CATCH BASIN LOCATIONS – NORTHEAST QUADRANT
SHEET 4 – CATCH BASIN LOCATIONS – SOUTHWEST QUADRANT
SHEET 5 – CATCH BASIN LOCATIONS – SOUTHEAST QUADRANT

REGISTERED PROFESSIONAL ENGINEER MICHAEL D. BUSTOS EXP. 12-31-16 NO. 73173 STATE OF CALIFORNIA CIVIL

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VENTURA, CALIFORNIA 93001
(805) 653-6597

MICHAEL D. BUSTOS RCE 73173 — 6-23-16 DATE

CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

CONNECTOR PIPE SCREEN INSTALLATION
PROJECT TITLE SHEET/KEY MAP

ATLAS NO.	REFERENCE DRAWINGS:
APPROVED	DATE: OCTOBER 2016
CITY ENGINEER ____ DATE	SCALE: NO SCALE

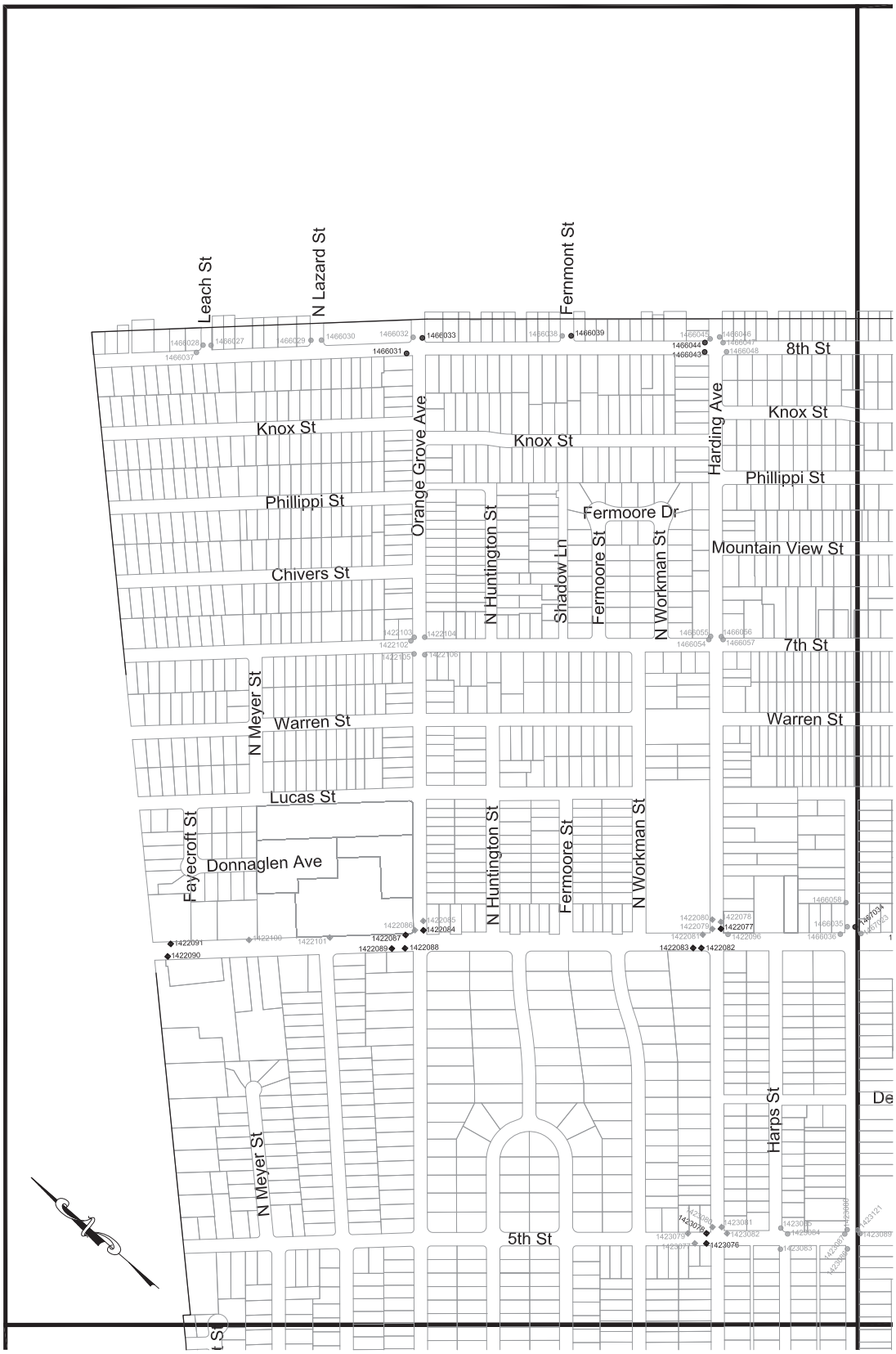
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DESIGNED BY	BT
CHECKED BY	JB
FIELD BOOK	

REVISION	DATE	BY

PROJECT NO. 7594
PLAN NO. 721
SHEET 1 OF 5

\\WD-VEN-FS1\Documents\San Fernando\7594\Plans\Catch Basin Inventory Map.dwg Oct 24, 2016, 11:43am kthompson

QUADRANT 1 - NORTHWEST



"AS-BUILTS"

LEGEND

- CITY OWNED CATCH BASIN WITH CPS AND/OR ARS
- EX. CITY OWNED CATCH BASIN WITHOUT CPS AND/OR ARS
- COUNTY OWNED CATCH BASIN WITH CPS AND/OR ARS
- EX. COUNTY OWNED CATCH BASIN WITHOUT CPS AND/OR ARS

REGISTERED PROFESSIONAL ENGINEER MICHAEL D. BUSTOS EXP. 12-31-16 NO. 73173 CIVIL STATE OF CALIFORNIA

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VENTURA, CALIFORNIA 93001
(805) 653-6597

MICHAEL D. BUSTOS RCE 73173 — 6-23-16 DATE

CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION - NORTHWEST QUADRANT

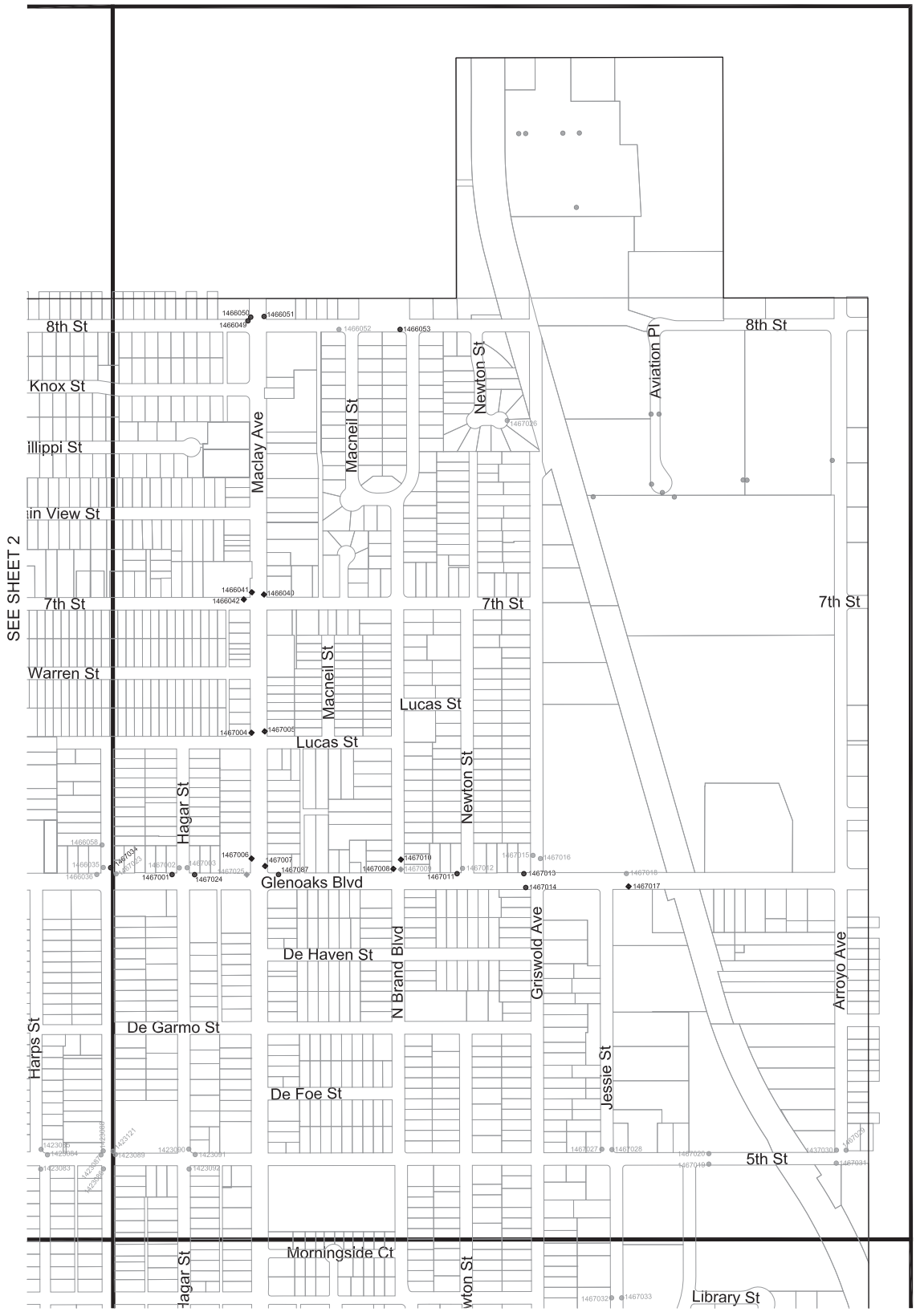
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APPROVED	DATE: OCTOBER 2016
CITY ENGINEER / DATE	SCALE: NO SCALE

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CHECKED BY	JB
FIELD BOOK	

REVISION | DATE | BY

PROJECT NO. 7594
PLAN NO. 721
SHEET 2 OF 5

QUADRANT 2 - NORTHEAST



"AS-BUILTS"

LEGEND

- CITY OWNED CATCH BASIN WITH CPS AND/OR ARS
- EX. CITY OWNED CATCH BASIN WITHOUT CPS AND/OR ARS
- COUNTY OWNED CATCH BASIN WITH CPS AND/OR ARS
- EX. COUNTY OWNED CATCH BASIN WITHOUT CPS AND/OR ARS

REGISTERED PROFESSIONAL ENGINEER MICHAEL D. BUSTOS EXP. 12-31-16 NO. 73173 STATE OF CALIFORNIA CIVIL

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MICHAEL D. BUSTOS RCE 73173 — 6-23-16 DATE

CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION - NORTHEAST QUADRANT

ATLAS NO. | REFERENCE DRAWINGS:

APPROVED _____ CITY ENGINEER _____ DATE

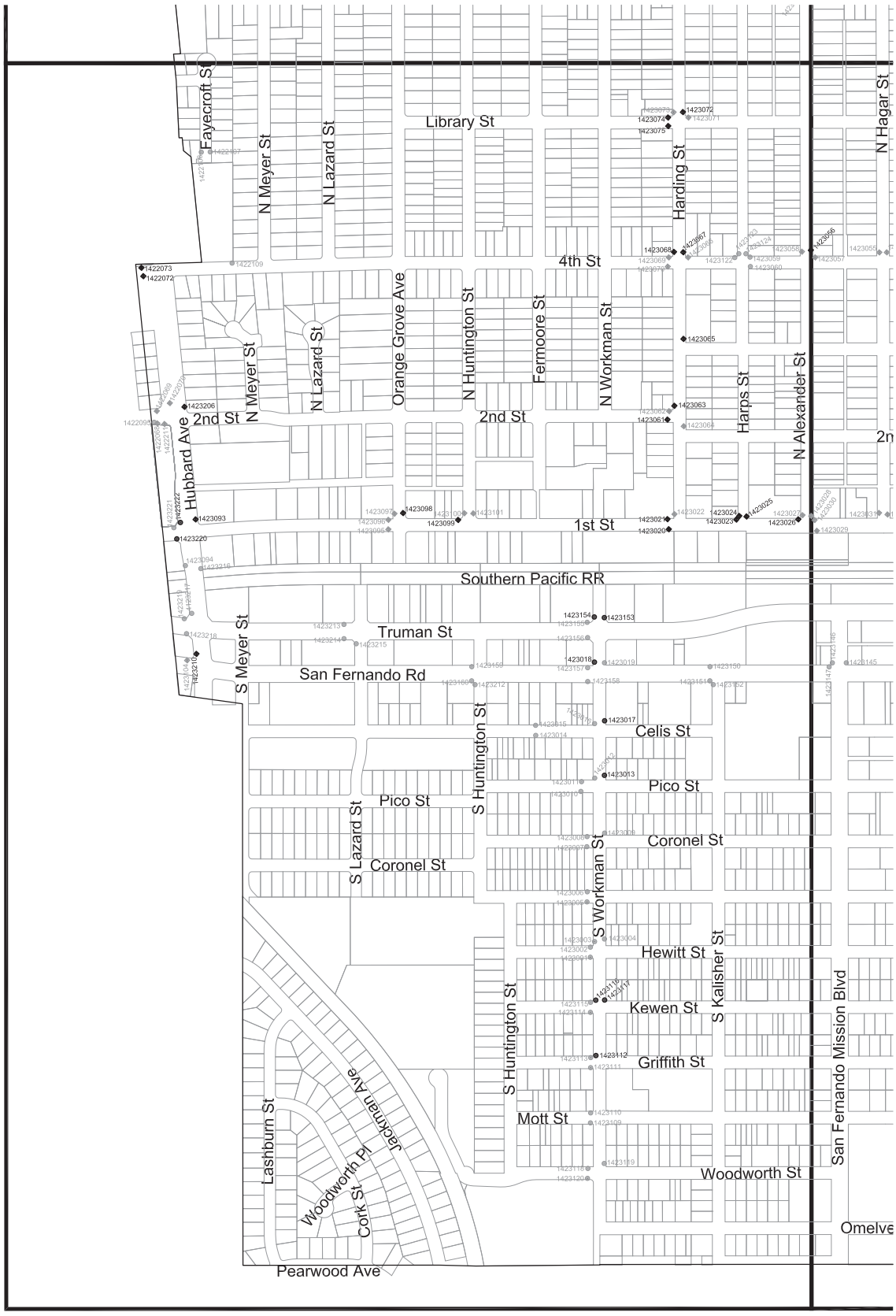
DATE: OCTOBER 2016

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FIELD BOOK

REVISION | DATE | BY

PROJECT NO. 7594
PLAN NO. 721
SHEET 3 OF 5



QUADRANT 3 - SOUTHWEST

"AS-BUILTS"

LEGEND

- *CITY OWNED CATCH BASIN* WITH CPS AND/OR ARS
- *EX. CITY OWNED CATCH BASIN* WITHOUT CPS AND/OR ARS
- *COUNTY OWNED CATCH BASIN* WITH CPS AND/OR ARS
- *EX. COUNTY OWNED CATCH BASIN* WITHOUT CPS AND/OR ARS

REGISTERED PROFESSIONAL ENGINEER — MICHAEL D. BUSTOS — EXP. 12-31-16 — No. 73173 — STATE OF CIVIL — STATE OF CALIFORNIA

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VENTURA, CALIFORNIA 93001
(805) 653-6597

MICHAEL D. BUSTOS RCE 73173 — 6-23-16 DATE

CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

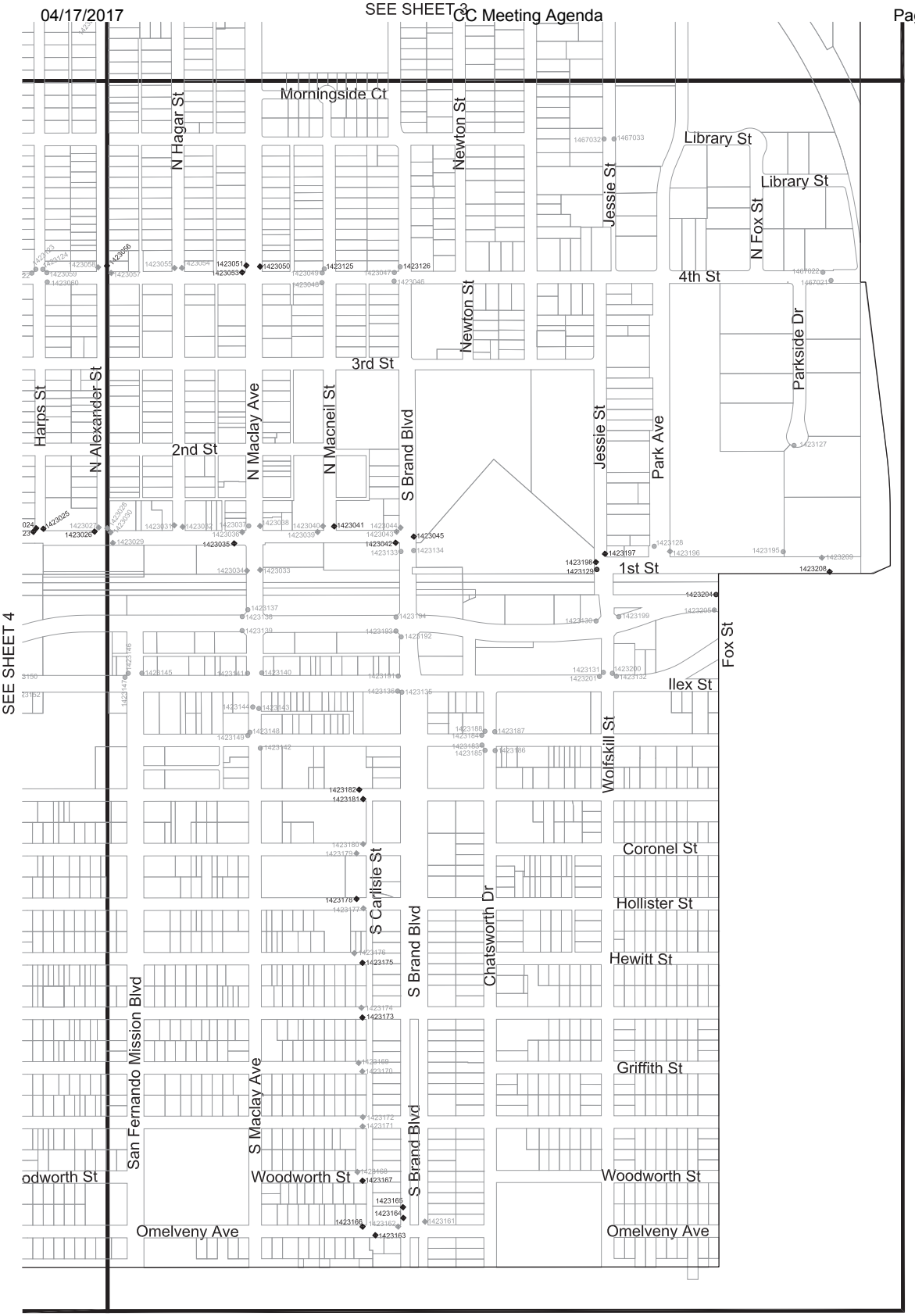
2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION - SOUTHWEST QUADRANT

ATLAS NO.	REFERENCE DRAWINGS:
APPROVED	DATE: OCTOBER 2016
CITY ENGINEER / DATE	SCALE: NO SCALE

DRAWN BY	BT, MC
DESIGNED BY	BT
CHECKED BY	JB
FIELD BOOK	

REVISION	DATE	BY

PROJECT NO. 7594
PLAN NO. 721
SHEET 4 OF 5



QUADRANT 4 - SOUTHEAST

"AS-BUILTS"

LEGEND

- CITY OWNED CATCH BASIN WITH CPS AND/OR ARS
- EX. CITY OWNED CATCH BASIN WITHOUT CPS AND/OR ARS
- COUNTY OWNED CATCH BASIN WITH CPS AND/OR ARS
- EX. COUNTY OWNED CATCH BASIN WITHOUT CPS AND/OR ARS

REGISTERED PROFESSIONAL ENGINEER MICHAEL D. BUSTOS EXP. 12-31-16 NO. 73173 CIVIL STATE OF CALIFORNIA

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VENTURA, CALIFORNIA 93001
(805) 653-6597

MICHAEL D. BUSTOS RCE 73173 — 6-23-16 DATE

CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION - SOUTHEAST QUADRANT

ATLAS NO. | REFERENCE DRAWINGS:

APPROVED — CITY ENGINEER — DATE

DATE: OCTOBER 2016
SCALE: NO SCALE

DRAWN BY BT, MC
DESIGNED BY BT
CHECKED BY JB
FIELD BOOK

REVISION	DATE	BY

PROJECT NO. 7594
PLAN NO. 721
SHEET 5 OF 5

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ATTACHMENT C

City Catch Basin Inventory Spreadsheet

CITY OF SAN FERNANDO
CATCH BASIN INVENTORY SPREADSHEET

UNIT(S) INSTALLED	OWNED BY	CATCH BASIN ID	NO.	DRAINS TO	ADDRESS	T.G.	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	NEW DATA	GPS (NORTHING)	GPS (EASTING)	CATCH BASIN WIDTH (FT) [W]	CURB OPENING HEIGHT [X] (IN)	FL TO OUTLET FL [Y] (IN)	V DIM [X+Y] (FT)	INLET PIPE SIZE (IN)	INLET PIPE LOCATION	OUTLET PIPE SIZE (IN)	OUTLET PIPE LOCATION	COMMERCIAL OR INDUSTRIAL AREA	TYPE OF CATCH BASIN	SSPWC STD. PLAN NO.	NUMBER OF GRATES	ARS UNITS INSTALLED	CPS UNIT INSTALLED
ARS	CITY	1422	95	BI 0572	2096 2nd St	482-A6	Ralston Ave	Hubbard St	nw	UPSTREAM CB/ARS UNIT INSTALLED	1929317.97605839	6426624.47807835	14	7	Not accesible	N/A	Not visible	Not visible	Not visible	Not visible	No	Curb opening	300-2	0	Yes	No
NONE	CITY	1422	96	BI 0256	1413 Glenoaks Blvd	482-B6	Glenoaks Blvd	Harding Ave	se	Y<26	1929648.58054227	6430871.17399684	10	7	20	2.25	N/A	N/A	12	3	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1422	102	BI 0256	1903 7th St	482-B5	7th St	Orange Grove Ave	nw	Y<26	1931569.10048454	6430931.08585182	10	8	10	1.50	N/A	N/A	21	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1422	103	BI 0256	1903 7th St	482-D5	Orange Grove Ave	7th St	nw	Y<26	1931533.38977614	6430983.52301247	14	7	14	1.75	N/A	N/A	21	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1422	104	BI 0256	1825 7th St	482-D5	Orange Grove Ave	7th St	ne	Y<26	1931568.22382809	6430952.51049554	21	8	13	1.75	N/A	N/A	18	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1422	105	BI 0256	1900 7th St	482-D5	Orange Grove Ave	7th St	sw	Y<26	1931520.38285798	6430896.54847194	10	7	1	0.66	N/A	N/A	Not visible	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1422	106	BI 0256	1824 7th St	482-D5	Orange Grove Ave	7th St	se	Y<26	1931482.04854207	6430924.8722789	10	7	1	0.66	N/A	N/A	Not visible	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1422	107	BI 0572	440 Fayecroft St	482-A6	Fayecroft St	Woodcock Ave	se	SUMP	1929934.26811796	6427769.38960889	3.5	10	29	3.25	N/A	N/A	18	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1422	108	BI 0572	461 Fayecroft St	482-A6	Fayecroft St	Woodcock Ave	nw	UPSTREAM CB	1929965.18096665	6427740.66649278	3.5	10	20	2.50	N/A	N/A	24	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1422	109	BI 0572	403 N Meyer St	482-A6	4th St	N Meyer St	n	Y<26	1929513.39201792	6427441.94125022	3.5	7	2	0.75	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
ARS	CITY	1423	1	East Canyon Channel	1402 Hewitt St	482-A7	Hewitt St	Workman St	sw	N/A	1926098.24515124	6426083.14009073	3.5	7	Not accesible	N/A	Not visible	4	Not visible	Not visible	No	Curb opening	300-2	0	Yes	No
ARS	CITY	1423	2	East Canyon Channel	1403 Hewitt St	482-A7	Hewitt St	Workman St	ne	UPSTREAM CB	1926128.91455492	6426119.238445	3.5	7	Not accesible	N/A	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	Yes	No
ARS	CITY	1423	3	East Canyon Channel	1403 Hewitt St	482-A7	Workman St	Hewitt St	nw	N/A	1926131.36766614	6426151.95316833	3.5	7	Not accesible	N/A	Not visible	Not visible	Not visible	Not visible	No	Curb opening	300-2	0	Yes	No
ARS	CITY	1423	4	East Canyon Channel	1349 Hewitt St	482-A7	Workman St	Hewitt St	se	SUMP	1926104.158235	6426191.51828106	3.5	7	Not accesible	N/A	N/A	N/A	Not visible	Not visible	No	Curb opening	300-2	0	Yes	No
NONE	CITY	1423	5	East Canyon Channel	1404 Hollister St	482-A7	Hollister St	Workman St	sw	N/A	1926280.80620493	6426269.40583435	7	7	29	3.00	Not visible	4	21	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	6	East Canyon Channel	1403 Hollister St	482-A7	Hollister St	Workman St	ne	UPSTREAM CB	1926311.02434474	6426306.13718799	7	7	26	2.75	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	7	East Canyon Channel	1402 Coronel St	482-A7	Coronel St	Workman St	sw	SUMP	1926451.67108394	6426464.89788868	7	7	53	6.00	Not visible	4	Not visible	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	8	East Canyon Channel	1407 Coronel St	482-A7	Coronel St	Workman St	ne	UPSTREAM CB	1926481.88922375	6426501.6266976	7	5	34	3.25	N/A	Not visible	Not visible	4	No	Curb opening	300-2	0	No	No
ARS	CITY	1423	9	East Canyon Channel	1349 Coronel St	482-A7	Workman St	Coronel St	se	SUMP/ARS UNIT INSTALLED	1926430.60291323	6426568.05367498	3.5	7	Not accesible	N/A	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	Yes	No
NONE	CITY	1423	10	East Canyon Channel	1410 Pico St	482-A7	Pico St	Workman St	sw	SUMP	1926643.42282228	6426642.78089662	14	10	62	7.00	Not visible	4	Not visible	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	11	East Canyon Channel	1417 Pico St	482-A7	Pico St	Workman St	ne	SUMP	1926671.29621358	6426679.57353564	14	7	47	4.50	12	8	Not visible	4	No	Curb opening	300-2	0	No	No
ARS/CPS	CITY	1423	12	East Canyon Channel	1415 Pico St	482-A7	Workman St	Pico St	nw	ARS UNIT INSTALLED	1926635.32764012	6426732.91746528	3.5	7	Not accesible	N/A	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	Yes	No
ARS/CPS	CITY	1423	13	East Canyon Channel	1349 Pico St	482-A7	Workman St	Pico St	se	ARS UNIT INSTALLED	1926609.53901163	6426772.77564506	3.5	7	Not accesible	N/A	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	Yes	No
NONE	CITY	1423	14	East Canyon Channel	1445 Celis St	482-A7	Celis St	Workman St	sw	SUMP	1926976.79168683	6426702.34370069	15	8	34	3.50	Not visible	Not visible	24	2	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	15	East Canyon Channel	1446 Celis St	482-A7	Celis St	Workman St	ne	SUMP	1927008.38885345	6426737.76049379	15	7	26	2.75	18	6	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	16	East Canyon Channel	1417 Celis St	482-A7	Workman St	Celis St	nw	Y<26	1926804.07234226	6426925.98418827	3	0	24	2.00	N/A	N/A	Not visible	Not visible	Yes	Curbside Grating	303-3	1	No	No
ARS/CPS	CITY	1423	17	East Canyon Channel	1301 Celis St	482-A7	Workman St	Celis St	se	ARS UNIT INSTALLED	1926777.27430771	6426966.96713482	3.5	7	Not accesible	N/A	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	Yes	No
ARS/CPS	CITY	1423	18	East Canyon Channel	101 S Workman St	482-A7	Workman St	San Fernando Rd	nw	ARS UNIT INSTALLED	1926994.42575631	6427143.76884833	3.5	8	Not accesible	N/A	Not visible	Not visible	Not visible	Not visible	Yes	Curb opening	300-2	0	Yes	No
ARS	CITY	1423	19	East Canyon Channel	1300 San Fernando Rd	482-A7	Workman St	San Fernando Rd	se	SUMP/ARS UNIT INSTALLED	1926956.82029094	6427172.38720675	3.5	9	Not accesible	N/A	Not visible	Not visible	Not visible	Not visible	Yes	Curb opening	300-2	0	Yes	No
NONE	CITY	1423	46	BI 0732	333 N Brand Blvd	482-B7	4th St	Brand Blvd	sw	Y<26	1926416.60334177	6430117.61228988	7	7	5	1.00	N/A	N/A	12	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	47	BI 0732	401 N Brand Blvd	482-B7	4th St	Brand Blvd	nw	Y<26	1926442.73805232	6430149.37952869	7	7	2	0.75	N/A	N/A	12	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	48	BI 0732	331 N Macneil St	482-B7	4th St	Macneil St	sw	Y<26	1926671.39248887	6429886.67523845	10	7	1	0.66	N/A	N/A	0	0	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	49	BI 0732	403 N Macneil St	482-B7	4th St	Macneil St	nw	Y<26	1926701.02088954	6429922.52611856	7	7	5	1.00	N/A	N/A	12	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	59	BI 0572	402 Harps St	482-B6	4th St	Harps St	ne	Y<26	1927692.00274923	6429062.43920241	14	5	13	1.50	N/A	N/A	18	4	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	60	BI 0572	332 Harps St	482-B6	4th St	Harps St	se	Y<26	1927661.60690308	6429030.07225764	7	7	2	0.75	N/A	N/A	12	4	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	83	BI 0572	557 Harps St	482-B6	Harps St	5th St	se	Y<26	1928554.67170914	6429967.76002182	7	7	1	0.66	N/A	N/A	Not visible	Not visible	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	84	BI 0572	600 Harps St	482-B6	5th St	Harps St	ne	Y<26	1928574.80787571	6430040.13634524	7	7	3	0.83	N/A	N/A	12	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	85	BI 0572	600 Harps St	482-B6	Harps St	5th St	se	Y<26	1928614.79520009	6430039.80044204	7	6	6	1.00	N/A	N/A	12	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	86	BI 0572	557 N Alexander St	482-B6	Alexander St	5th St	nw	UPSTREAM CB	1928330.56574963	6430164.18789737	10	8	1	0.75	N/A	N/A	Not visible	Not visible	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	87	BI 0572	601 N Alexander St	482-B6	5th St	Alexander St	ne	Y<26	1928382.88394457	6430206.52611999	7	7	3	0.83	N/A	N/A	12	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	88	BI 0572	601 N Alexander St	482-B6	Alexander St	5th St	nw	UPSTREAM CB	1928387.27655743	6430227.61867762	7	6	4	0.83	N/A	N/A	12	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	89	BI 0572	600 N Alexander St	482-B6	5th St	Hagar St	ne	UPSTREAM CB	1928332.49486034	6430252.67166962	7	7	2	0.75	N/A	N/A	12	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	90	BI 0572	600 N Hagar St	482-B6	Hagar St	5th St	se	Y<26	1928086.00150426	6430501.13676049	7	6	2	0.66	N/A	N/A	12	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	91	BI 0572	600 N Hagar St	482-B6	5th St	Hagar St	ne	Y<26	1928046.01481606	6430501.47266369	7	6	3	0.75	N/A	N/A	12	2	No	Curb opening	300-2	0	No	No

CITY OF SAN FERNANDO
CATCH BASIN INVENTORY SPREADSHEET

UNIT(S) INSTALLED	OWNED BY	CATCH BASIN ID	NO.	DRAINS TO	ADDRESS	T.G.	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	NEW DATA	GPS (NORTHING)	GPS (EASTING)	CATCH BASIN WIDTH (FT) [W]	CURB OPENING HEIGHT [X] (IN)	FL TO OUTLET FL [Y] (IN)	V DIM [X+Y] (FT)	INLET PIPE SIZE (IN)	INLET PIPE LOCATION	OUTLET PIPE SIZE (IN)	OUTLET PIPE LOCATION	COMMERCIAL OR INDUSTRIAL AREA	TYPE OF CATCH BASIN	SSPWC STD. PLAN NO.	NUMBER OF GRATES	ARS UNITS INSTALLED	CPS UNIT INSTALLED
NONE	CITY	1423	92	BI 0572	556 N Hagar St	482-B6	Hagar St	5th St	se	Y<26	1928023.02538086	6430430.67555182	10	6	0	0.50	N/A	N/A	Not visible	Not visible	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	94	BI 0572	2100 Frank Modugno Dr	482-A6	Hubbard Ave	1st St	nw	UPSTREAM CB	1928745.47956797	6426223.48443225	21	9	27	3.00	N/A	N/A	12	3	Yes	Curb opening	300-2	0	No	No
ARS	CITY	1423	109	East Canyon Channel	1402 Mott St	481-J7	Mott St	Workman St	sw	SUMP	1925586.32147236	6425495.26390696	3.5	7	Not visible	N/A	Not visible	4	Not visible	2	No	Curb opening	300-2	0	Yes	No
ARS	CITY	1423	110	East Canyon Channel	665 S Workman St	481-J7	Mott St	Workman St	ne	UPSTREAM CB	1925616.30189279	6425531.51770127	3.5	7	Not visible	N/A	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	Yes	No
ARS	CITY	1423	111	East Canyon Channel	1404 Griffith St	481-J7	Griffith St	Workman St	sw	N/A	1925756.31563261	6425691.9331069	3.5	7	Not visible	N/A	Not visible	4	Not visible	2	No	Curb opening	300-2	0	Yes	No
ARS	CITY	1423	112	East Canyon Channel	1401 Griffith St	481-J7	Griffith St	Workman St	ne	UPSTREAM CB	1925786.98461218	6425728.02976468	3.5	7	Not visible	N/A	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	Yes	No
NONE	CITY	1423	113	East Canyon Channel	1401 Griffith St	481-J7	Workman St	Griffith St	nw	N/A	1925774.76337668	6425751.33707796	2	0	36	3.00	Not visible	Not visible	Not visible	Not visible	No	Curbside Grating	303-3	1	No	No
ARS	CITY	1423	114	East Canyon Channel	1404 Kewen St	481-J7	Kewen St	Workman St	sw	N/A	1925927.51811129	6425887.81047444	3.5	7	Not visible	N/A	Not visible	4	Not visible	2	No	Curb opening	300-2	0	Yes	No
ARS	CITY	1423	115	East Canyon Channel	1401 Kewen St	481-J7	Kewen St	Workman St	ne	UPSTREAM CB	1925958.1889994	6425923.90861663	3.5	7	Not visible	N/A	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	Yes	No
CPS	CITY	1423	116	East Canyon Channel	1401 Kewen St	481-J7	Workman St	Kewen St	nw	N/A	1925946.158618	6425947.62563002	2	0	36	3.00	18	4	Not visible	Not visible	No	Curbside Grating	303-3	1	No	No
CPS	CITY	1423	117	East Canyon Channel	1345 Kewen St	481-J7	Workman St	Kewen St	se	N/A	1925915.24407284	6425975.37857118	3.5	7	29	3.00	N/A	N/A	18	4	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	118	East Canyon Channel	1401 Woodworth St	481-J7	Woodworth St	Workman St	ne	UPSTREAM CB	1925454.69004409	6425325.6716006	3.5	7	35	3.50	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	119	East Canyon Channel	1349 Woodworth St	481-J7	Workman St	Woodworth St	se	SUMP	1925412.12873423	6425393.76918742	3.5	7	35	3.50	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	120	East Canyon Channel	737 S Workman St	481-J7	Woodworth St	Workman St	sw	N/A	1925425.57800975	6425289.2004447	3.5	7	35	3.50	Not visible	4	36	8	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	121	BI 0572	600 N Alexander St	482-B6	5th St	Alexander St	ne	UPSTREAM CB	1928351.13367057	6430257.30009331	7	8	2	0.83	N/A	N/A	12	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	122	BI 0572	401 Harps St	482-B6	4th St	Harps St	nw	UPSTREAM CB	1927744.76012065	6429013.78434566	7	6	3	0.75	N/A	N/A	12	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	123	BI 0572	401 Harps St	482-B6	Harps St	4th St	nw	Y<26	1927742.24275522	6429039.88894369	7	7	2	0.75	N/A	N/A	12	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	124	BI 0572	402 Harps St	482-B6	Harps St	4th St	ne	Y<26	1927716.8848208	6429061.68787348	7	7	2	0.75	N/A	N/A	12	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	125	BI 0732	403 N Macneil St	482-B7	Macneil St	4th St	ne	Y<26	1926705.95065063	6429943.17165349	7	7	2	0.75	N/A	N/A	12	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	126	BI 0732	401 N Brand Blvd	482-B7	Brand Blvd	4th St	ne	Y<26	1926439.67887336	6430188.10933669	7	6	3	0.75	N/A	N/A	12	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	127	BI 7001	200 Parkside Dr	502-B1	Parkside Dr	4th St	s	SUMP	1924464.53733937	6430777.16436255	15	9	48	4.75	N/A	N/A	30	8	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	128	BI 7001	165 Park Ave	502-B1	Park Ave	1st St	ne	Y<26	1924579.75128694	6430008.46071638	3.5	5	1	0.5	N/A	N/A	18	6	No	Curb opening	300-2	0	No	No
CPS	CITY	1423	129	BI 7001	219 Jessie St	502-B1	Jessie St	Robert F Kennedy Dr	sw	N/A	1924786.20727244	6429714.7439092	7	6	24	3.00	N/A	N/A	18	6	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	130	BI 7001	707 Truman St	502-B1	Truman St	Wolfskill St	ne	SUMP	1924627.69319765	6429526.99989465	3.5	10	47	4.75	N/A	N/A	24	6	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	131	BI 7001	147 Wolfskill St	502-B1	Wolfskill St	San Fernando Rd	ne	Y<26	1924440.88159144	6429364.91012618	7	5	3	0.66	N/A	N/A	Not visible	2	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	132	BI 7001	146 Wolfskill St	502-B1	Wolfskill St	San Fernando Rd	se	Y<26	1924381.84704898	6429391.67162269	7	5	1	0.50	N/A	N/A	Not visible	2	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	133	BI 7001	900 1st St	482-B7	Brand Blvd	1st St	sw	Y<26	1925546.690621	6429166.77277049	3.5	6	9	1.25	N/A	N/A	18	2	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	134	BI 7001	130 N Brand Blvd	482-B7	Brand Blvd	1st St	se	SUMP	1925503.97323491	6429210.18274485	3.5	7	32	3.25	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	135	BI 7050	900 San Fernando Rd	482-B7	Brand Blvd	SanFernado Rd	sw	Y<26	1925103.80607577	6428663.6063254	7	8	0	0.66	N/A	N/A	Not visible	6	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	136	BI 7050	900 San Fernando Rd	482-B7	Brand Blvd	SanFernado Rd	nw	Y<26	1925122.35285191	6428654.24472032	.66	3	0	0.25	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	137	BI 7050	1101 Truman St	482-A7	Maclay Ave	Truman St	ne	Y<26	1925915.46122238	6428478.58176956	3.5	6	18	2.00	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	138	BI 7050	1101 Truman St	482-A7	Truman St	Truman St	nw	Y<26	1925913.96471426	6428436.42740303	5	10	2	1.00	N/A	N/A	Not visible	6	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	139	BI 7050	1120 Truman St	482-A7	Truman St	Maclay Ave	sw	Y<26	1925870.73732364	6428385.6636086	5	8	4	1.00	N/A	N/A	Not visible	2	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	140	BI 7050	1045 San Fernando Rd	482-A7	Maclay Ave	San Fernando Rd	ne	Y<26	1925667.80938199	6428294.91863953	3	0	9	0.75	Not visible	Not visible	Not visible	Not visible	Yes	Curbside Grating	303-3	1	No	No
NONE	CITY	1423	141	BI 7050	1101 San Fernando Rd	482-A7	Maclay Ave	San Fernando Rd	nw	Y<26	1925717.67595014	6428249.09923834	28	8	4	1.00	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	142	BI 7050	308 S Maclay Ave	482-A7	Maclay Ave	Celis St	sw	Y<26	1925437.91524212	6428020.00774594	3.5	5	1	0.50	N/A	N/A	0	0	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	143	BI 7050	1048 San Fernando Rd	482-A7	Maclay Ave	San Fernando Rd	se	Y<26	1925567.04371451	6428157.97063751	7	4	2	0.50	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	144	BI 7050	1100 San Fernando Rd	482-A7	Maclay Ave	San Fernando Rd	sw	Y<26	1925593.7905793	6428144.49462612	14	8	4	1.00	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	145	BI 7050	1143 San Fernando Rd	482-A7	San Fernando Mission	San Fernando Rd	ne	Y<26	1926097.80533859	6427919.00267315	3.5	7	2	0.75	N/A	N/A	8	6	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	146	BI 7050	1201 San Fernando Rd	482-A7	San Fernando Mission	San Fernando Rd	nw	Y<26	1926147.14366505	6427876.0475677	3.5	9	3	1.00	N/A	N/A	8	2	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	147	BI 7050	1201 San Fernando Rd	482-A7	San Fernando Rd	San Fernando Mission	nw	Y<26	1926146.19512023	6427851.68440719	3	0	9	0.75	Not visible	Not visible	Not visible	Not visible	Yes	Curbside Grating	303-3	1	No	No
NONE	CITY	1423	148	BI 7050	1129 Celis St	482-A7	Maclay Ave	Celis St	nw	Y<26	1925525.29269683	6428044.50577666	7	7	5	1.00	N/A	N/A	18	2	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	149	BI 7050	1129 Celis St	482-A7	Celis St	Maclay Ave	nw	Y<26	1925522.25154297	6428026.64119785	3.5	5	4	0.75	N/A	N/A	18	6	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	150	East Canyon Channel	1300 San Fernando Rd	482-A7	San Fernando Rd	Kalisher St	nw	Y<26	1926569.91621855	6427484.53945853	7	9	3	1.00	12	8	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	151	East Canyon Channel	201 S Kalisher St	482-A7	San Fernando Rd	Kalisher St	sw	Y<26	1926526.68670733	6427433.77608821	7	8	4	1.00	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	152	East Canyon Channel	201 S Kalisher St	482-A7	Kalisher St	San Fernando Rd	sw	Y<26	1926502.71925096	6427430.87616637	10	8	1	0.75	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No

CITY OF SAN FERNANDO
CATCH BASIN INVENTORY SPREADSHEET

UNIT(S) INSTALLED	OWNED BY	CATCH BASIN ID	NO.	DRAINS TO	ADDRESS	T.G.	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	NEW DATA	GPS (NORTHING)	GPS (EASTING)	CATCH BASIN WIDTH (FT) [W]	CURB OPENING HEIGHT [X] (IN)	FL TO OUTLET FL [Y] (IN)	V DIM [X+Y] (FT)	INLET PIPE SIZE (IN)	INLET PIPE LOCATION	OUTLET PIPE SIZE (IN)	OUTLET PIPE LOCATION	COMMERCIAL OR INDUSTRIAL AREA	TYPE OF CATCH BASIN	SSPWC STD. PLAN NO.	NUMBER OF GRATES	ARS UNITS INSTALLED	CPS UNIT INSTALLED
CPS	CITY	1423	153	East Canyon Channel	98 S Workman St	482-A7	Workman St	Truman St	ne	N/A	1927096.66841182	6427332.39185198	15	7	29	3.00	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
ARS/CPS	CITY	1423	154	East Canyon Channel	1407 S Workman St	482-A7	Workman St	Truman St	nw	N/A	1927134.27345307	6427303.77306943	3.5	7	Not accesible	N/A	Not visible	Not visible	Not visible	Not visible	Yes	Curb opening	300-2	0	Yes	No
NONE	CITY	1423	155	East Canyon Channel	1407 S Workman St	482-A7	Truman St	Workman St	nw	Y<26	1927143.13607049	6427262.73356096	7	9	9	1.50	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	156	East Canyon Channel	103 S Workman St	482-A7	Truman St	Workman St	sw	Y<26	1927094.41951449	6427209.72441609	6	0	24	2.00	Not visible	Not visible	Not visible	Not visible	Yes	Curbside Grating	303-3	2	No	No
NONE	CITY	1423	157	East Canyon Channel	101 S Workman St	482-A7	San Fernando Rd	Workman St	nw	SUMP	1927001.16566239	6427103.02998295	7	8	34	3.50	18	7	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	158	East Canyon Channel	299 S Workman St	482-A7	San Fernando Rd	Workman St	sw	N/A	1926958.44000597	6427054.14843395	3	0	36	3.00	Not visible	Not visible	18	2	Yes	Curbside Grating	303-3	1	No	No
NONE	CITY	1423	159	East Canyon Channel	1530 San Fernando Rd	482-A7	San Fernando Rd	Huntington St	nw	Y<26	1927416.0472476	6426748.87774441	7	9	3	1.00	N/A	N/A	Not visible	6	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	160	East Canyon Channel	1500 San Fernando Rd	482-A7	San Fernando Rd	Huntington St	sw	Y<26	1927372.8202811	6426698.11373793	5	11	1	1.00	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	183	BI 7001	301 Chatsworth Dr	502-B1	Celis St	Chatworth Dr	ne	Y<26	1924650.24027547	6428723.90306947	3.5	3	0	0.25	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	184	BI 7001	205 Chatsworth Dr	502-B1	Chatsworth Dr	Celis St	nw	Y<26	1924681.54161826	6428758.58401403	3.5	4	0	0.33	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	185	BI 7001	301 Chatsworth Dr	502-B1	Celis St	Chatworth Dr	sw	Y<26	1924622.97083133	6428714.60105328	3.5	4	0	0.33	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	186	BI 7001	300 Chatsworth Dr	502-B1	Chatsworth Dr	Celis St	se	Y<26	1924585.82171929	6428745.32347199	3.5	3	0	0.25	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	187	BI 7001	799 Celis St	502-B1	Celis St	Chatworth Dr	sw	Y<26	1924646.03130665	6428811.9181889	na	0	6	0.50	Not visible	Not visible	Not visible	Not visible	Yes	Curbside Grating	303-3	1	No	No
NONE	CITY	1423	188	BI 7001	205 Chatsworth Dr	502-B1	Celis St	Chatworth Dr	ne	Y<26	1924682.87696069	6428782.9367836	3.5	4	0	0.33	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	191	BI 7050	901 San Fernando Rd	482-B7	Brand Blvd	SanFernado Rd	nw	Y<26	1925167.10580288	6428710.20631982	10	8	4	1.00	N/A	N/A	Not visible	2	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	192	BI 7001	121 S Brand Blvd	482-B7	Brand Blvd	San Fernando Rd	nw	Y<26	1925279.21137352	6428860.25537963	7	8	1	0.75	N/A	N/A	18	6	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	193	BI 7001	121 S Brand Blvd	482-B7	Truman St	Brand Blvd	sw	Y<26	1925316.25763641	6428865.08653279	5	10	2	1.00	N/A	N/A	Not visible	2	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	194	BI 7001	901 Truman St	482-B7	Truman St	Brand Blvd	ne	Y<26	1925359.48502703	6428915.85202369	5	9	3	1.00	N/A	N/A	Not visible	6	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	199	BI 7001	699 Truman St	502-B1	Truman St	Wolfskill St	ne	SUMP	1924559.4522582	6429613.6406526	3.5	9	54	5.25	24	2	24	6	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	200	BI 7001	146 Wolfskill St	502-B1	Wolfskill St	San Fernando Rd	ne	Y<26	1924405.63679899	6429389.85575208	7	7	2	0.75	N/A	N/A	Not visible	6	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	201	BI 7001	147 Wolfskill St	502-B1	San Fernando Rd	Wolfskill St	nw	Y<26	1924442.07296498	6429338.06134558	7	7	1	0.66	N/A	N/A	Not visible	6	Yes	Curb opening	300-2	0	No	No
CPS	CITY	1423	204	BI 7001	699 Truman St	502-B1	Truman St	Fox St	n	UPSTREAM CB	1924278.61464549	6429997.08847034	3.5	9	57	6.50	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	205	BI 7001	698 Truman St	502-B1	Truman St	Fox St	s	N/A	1924237.02866448	6429935.9859247	3.5	12	60	6.00	Not visible	Not visible	Not visible	Not visible	Yes	Curb opening CB w/grating	302-3	1	No	No
NONE	CITY	1423	212	East Canyon Channel	1500 San Fernando Rd	482-A7	Huntington St	San Fernando Rd	sw	Y<26	1927348.85049208	6426695.21381609	10	11	1	1.00	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	213	BI 0572	1601 Truman St	482-A6	Truman St	Lazard St	nw	Y<26	1928000.55294819	6426504.2706629	3.5	10	2	1.00	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	214	BI 0572	101 Lazard St	482-A6	Truman St	Lazard St	sw	Y<26	1927956.44741671	6426453.73037982	3.5	8	4	1.00	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	215	BI 0572	101 Lazard St	482-A6	Lazard St	Truman St	sw	Y<26	1927897.3721388	6426473.44433475	10	8	1	0.75	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	216	BI 0572	54 Hubbard St	482-A6	Hubbard Ave	1st St	se	SUMP	1928681.23490107	6426260.5877393	7	8	28	3.00	N/A	N/A	Not visible	4	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1423	217	BI 0572	1753 Truman St	482-A6	Hubbard St	Truman St	se	SUMP	1928575.42836355	6426073.47948092	6	0	48	4.00	Not visible	Not visible	Not visible	Not visible	Yes	Curbside Grating	303-3	2	No	No
NONE	CITY	1423	218	BI 0572	1756 Truman St	481-J6	Truman St	Hubbard Ave	sw	Y<26	1928531.22443618	6425985.26650943	5	7	5	1.00	N/A	N/A	Not visible	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1423	219	BI 0572	1753 Truman St	481-J6	Truman St	Hubbard Ave	nw	Y<26	1928585.55126438	6426031.5286921	5	10	2	1.00	N/A	N/A	Not visible	6	No	Curb opening	300-2	0	No	No
ARS/CPS	CITY	1423	220	BI 0572	2100 Frank Modugno Dr	482-A6	Frank Modugno Dr	Hubbard Ave	sw	N/A	1928858.3250163	6426291.85006303	14	8	Not accesible	N/A	Not visible	Not visible	Not visible	Not visible	No	Curb opening	300-2	0	Yes	No
ARS	CITY	1423	221	BI 0572	2100 Frank Modugno Dr	482-A6	Frank Modugno Dr	Hubbard Ave	nw	SUMP	1928903.33328763	6426322.43315826	14	9	Not accesible	N/A	Not visible	Not visible	Not visible	Not visible	No	Curb opening	300-2	0	Yes	No
ARS/CPS	CITY	1423	222	BI 0572	2100 Frank Modugno Dr	482-A6	Hubbard Ave	Frank Modugno Dr	ne	N/A	1928896.30052654	6426361.25033502	10	8	Not accesible	N/A	Not visible	Not visible	Not visible	Not visible	No	Curb opening	300-2	0	Yes	No
NONE	CITY	1466	27	Wilson Canyon Channel	2003 8th St	482-B4	Leach St	8th St	se	SUMP	1933101.87277932	6431339.74580581	14	7	32	3.25	N/A	N/A	21	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1466	28	Wilson Canyon Channel	2011 8th St	482-B4	Leach St	8th St	nw	SUMP	1933129.13755815	6431316.87597252	14	7	29	3.00	N/A	N/A	18	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1466	29	Wilson Canyon Channel	1947 8Th St	482-C4	Lazard St	8th St	nw	SUMP	1932781.12594385	6431648.09348737	21	9	36	3.75	N/A	Not visible	18	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1466	30	Wilson Canyon Channel	1280 N Lazard St	482-C4	Lazard St	8th St	se	SUMP	1932746.5374575	6431679.07631589	21	8	43	4.25	N/A	N/A	24	6	No	Curb opening	300-2	0	No	No
CPS	CITY	1466	31	Wilson Canyon Channel	1173 Orange Grove Ave	482-C5	8th St	Orange Grove Ave	sw	N/A	1932421.93218856	6431882.88006575	10	7	32	3.25	N/A	N/A	Not visible	Not visible	No	Curb opening	300-2	0	No	No
NONE	CITY	1466	32	Wilson Canyon Channel	1201 Orange Grove Ave	482-C5	Orange Grove Ave	8th St	nw	SUMP	1932446.98751321	6431956.21892995	21	9	33	3.50	9	8	24	2	No	Curb opening	300-2	0	No	No
CPS	CITY	1466	33	Wilson Canyon Channel	1825 8th St	482-C5	Orange Grove Ave	8th St	se	N/A	1932414.2216834	6431980.91248009	14	7	32	3.25	N/A	N/A	18	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1466	35	BI 0256	1303 Glenoaks Blvd	482-B6	Alexander St	Glenoaks Blvd	nw	UPSTREAM CB	1929270.89853941	6431244.87033015	14	6	30	3.50	N/A	N/A	15	4	No	Curb opening	300-2	0	No	No
NONE	CITY	1466	36	BI 0256	1303 Glenoaks Blvd	482-B6	Glenoaks Blvd	Alexander St	ne	SUMP	1929272.27544563	6431199.41609645	3.5	6	30	3.50	N/A	N/A	12	5	No	Curb opening	300-2	0	No	No
NONE	CITY	1466	37	Wilson Canyon Channel	2011 8th St	482-B4	8th St	Leach St	nw	SUMP	1933129.97286288	6431273.15511805	7	7	26	2.75	Not visible	Not visible	18	5	No	Curb opening	300-2	0	No	No

CITY OF SAN FERNANDO
CATCH BASIN INVENTORY SPREADSHEET

UNIT(S) INSTALLED	OWNED BY	CATCH BASIN ID	NO.	DRAINS TO	ADDRESS	T.G.	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	NEW DATA	GPS (NORTHING)	GPS (EASTING)	CATCH BASIN WIDTH (FT) [W]	CURB OPENING HEIGHT [X] (IN)	FL TO OUTLET FL [Y] (IN)	V DIM [X+Y] (FT)	INLET PIPE SIZE (IN)	INLET PIPE LOCATION	OUTLET PIPE SIZE (IN)	OUTLET PIPE LOCATION	COMMERCIAL OR INDUSTRIAL AREA	TYPE OF CATCH BASIN	SSPWC STD. PLAN NO.	NUMBER OF GRATES	ARS UNITS INSTALLED	CPS UNIT INSTALLED
NONE	CITY	1466	38	Wilson Canyon Channel	1703 8th St	482-C5	Fernmont St	8th St	nw	SUMP	1931950.67909169	6432395.77519195	10	7	35	3.50	N/A	Not visible	21	2	No	Curb opening	300-2	0	No	No
CPS	CITY	1466	39	Wilson Canyon Channel	1625 8th St	482-C5	Fernmont St	8th St	ne	N/A	1931920.90203689	6432422.14528921	10	7	29	3.00	N/A	N/A	18	6	No	Curb opening	300-2	0	No	No
CPS	CITY	1466	43	Wilson Canyon Channel	1171 Harding Ave	482-C5	8th St	Harding Ave	sw	N/A	1931425.83904432	6432757.26407368	7	7	29	3.00	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	No	No
CPS	CITY	1466	44	Wilson Canyon Channel	1201 Harding Ave	482-C5	8th St	Harding Ave	nw	N/A	1931452.38599971	6432789.56634013	3.5	7	32	3.25	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	No	No
NONE	CITY	1466	45	Wilson Canyon Channel	1201 Harding Ave	482-C5	Harding Ave	8th St	nw	SUMP	1931445.52225053	6432817.16511361	10	7	32	3.25	N/A	N/A	18	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1466	46	Wilson Canyon Channel	1425 8th St	482-C5	Harding Ave	8th St	ne	SUMP	1931419.52792375	6432851.26331702	14	9	27	3.00	N/A	N/A	21	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1466	47	Wilson Canyon Channel	1425 8th St	482-C5	8th St	Harding Ave	ne	Y<26	1931391.07221542	6432842.37609038	3.5	7	20	2.25	N/A	N/A	18	4	No	Curb opening	300-2	0	No	No
NONE	CITY	1466	48	Wilson Canyon Channel	1420 8th St	482-C5	8th St	Harding Ave	se	Y<26	1931353.04411428	6432821.76088004	7	10	20	2.50	N/A	N/A	Not visible	Not visible	No	Curb opening	300-2	0	No	No
CPS	CITY	1466	49	Wilson Canyon Channel	1201 N Maclay Ave	482-C5	8th St	N Maclay St	nw	N/A	1930456.61476271	6433656.59334709	0	0	36	3.00	Not visible	Not visible	Not visible	Not visible	Yes	Curbside Grating	303-3	1	No	No
CPS	CITY	1466	50	Wilson Canyon Channel	1201 N Maclay Ave	482-C5	N Maclay St	8th St	nw	N/A	1930458.12251	6433678.46564969	0	0	30	2.50	Not visible	Not visible	Not visible	Not visible	Yes	Curbside Grating	303-3	1	No	No
CPS	CITY	1466	51	Wilson Canyon Channel	1200 N Maclay Ave	482-C5	N Maclay St	8th St	ne	N/A	1930412.35719422	6433722.57208536	7	9	36	3.75	N/A	N/A	18	6	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1466	52	Wilson Canyon Channel	1171 Macneil St	482-C6	8th St	Macneil St	sw	Y<26	1930103.53300354	6433909.63469487	7	9	21	2.50	N/A	N/A	Not visible	Not visible	No	Curb opening	300-2	0	No	No
CPS	CITY	1466	53	Wilson Canyon Channel	900 8th St	482-D6	8th St	Macneil St	sw	N/A	1929884.33941621	6434099.90752608	14	7	33	3.33	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1466	54	BI 0256	1501 7th St	482-C5	7th St	Harding Ave	nw	Y<26	1930572.9695936	6431804.35718042	15	7	9	1.33	N/A	N/A	24	6	No	Curb opening	300-2	0	No	No
ARS	CITY	1466	55	BI 0256	1501 7th St	482-C5	Harding Ave	7th St	nw	Y<26	1930576.17700258	6431820.37492783	10	7	8	1.25	N/A	N/A	24	2	No	Curb opening	300-2	0	Yes	No
NONE	CITY	1466	56	BI 0256	1421 7th St	482-C5	Harding Ave	7th St	ne	Y<26	1930539.72450796	6431850.55214004	15	7	8	1.25	N/A	N/A	24	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1466	57	BI 0256	1421 7th St	482-C5	7th St	Harding Ave	ne	Y<26	1930525.06309693	6431845.97312635	7	6	12	1.50	N/A	N/A	18	2	No	Curb opening	300-2	0	No	No
NONE	CITY	1466	58	BI 0256	827 Alexander St	482-C6	Alexander St	Glenoaks Blvd	nw	UPSTREAM CB	1929345.47647075	6431321.70521712	5	7	2	0.75	N/A	N/A	Not visible	8	No	Curb opening	300-2	0	No	No
CPS	CITY	1467	1	BI 0256	1203 Glenoaks Blvd	482-C6	Glenoaks Blvd	Hagar St	nw	N/A	1929002.04917164	6431433.76095365	3.5	6	Not accesible	N/A	N/A	N/A	12	5	No	Curb opening	300-2	0	No	No
NONE	CITY	1467	2	BI 0256	1203 Glenoaks Blvd	482-C6	Hagar St	Glenoaks Blvd	ne	UPSTREAM CB	1928997.21208082	6431480.39805858	10	6	30	3.50	N/A	N/A	15	4	No	Curb opening	300-2	0	No	No
NONE	CITY	1467	3	BI 0256	1127 Glenoaks Blvd	482-C6	Hagar St	Glenoaks Blvd	se	SUMP	1928969.35035282	6431505.33081251	10	6	48	4.50	15	4	15	7	No	Curb opening	300-2	0	No	No
CPS	CITY	1467	11	BI 0256	803 N Glenoaks Blvd	482-C6	Glenoaks Blvd	Newton St	ne	N/A	1927983.05035596	6432325.25587881	3.5	7	30	3.50	N/A	N/A	18	6	No	Curb opening	300-2	0	No	No
NONE	CITY	1467	12	BI 0256	803 N Glenoaks Blvd	482-C6	Newton St	Glenoaks Blvd	nw	SUMP	1927979.97230364	6432361.38392147	7	7	35	3.50	N/A	N/A	Not visible	6	No	Curb opening	300-2	0	No	No
CPS	CITY	1467	13	BI 0256	703 Glenoaks Blvd	482-C6	Glenoaks Blvd	Griswold Ave	ne	N/A	1927743.39360538	6432533.48786764	10	7	41	4.00	N/A	N/A	18	6	No	Curb opening	300-2	0	No	No
CPS	CITY	1467	14	BI 0256	704 Glenoaks Blvd	482-C6	Glenoaks Blvd	Griswold Ave	sw	N/A	1927693.51092064	6432489.71611875	7	7	41	4.00	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	No	No
ARS	CITY	1467	15	BI 0256	815 Griswold Ave	482-C6	Griswold Ave	Glenoaks Blvd	nw	UPSTREAM CB/ARS UNIT INSTALLED	1927767.82208039	6432627.62261738	15	7	35	3.50	N/A	N/A	Not visible	Not visible	No	Curb opening	300-2	0	Yes	No
NONE	CITY	1467	16	BI 0256	832 Griswold Ave	482-C6	Griswold Ave	Glenoaks Blvd	se	SUMP	1927731.1590101	6432639.21530673	14	7	35	3.50	N/A	N/A	Not visible	Not visible	No	Curb opening	300-2	0	No	No
NONE	CITY	1467	18	BI 0256	603 Glenoaks Blvd	482-C7	Glenoaks Blvd	Jessie St	ne	SUMP	1927376.16680151	6432853.57265149	7	7	26	3.00	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
ARS	CITY	1467	19	PACOIMA WASH	524 5th St	482-C7	5th St	Pacoima Wash	sw	SUMP/ARS UNIT INSTALLED	1926174.68921144	6432068.27911974	14	12	Not accesible	N/A	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	Yes	No
ARS	CITY	1467	20	PACOIMA WASH	601 5th St	482-C7	5th St	Pacoima Wash	ne	UPSTREAM CB/ARS UNIT INSTALLED	1926207.11298832	6432105.88458511	14	12	Not accesible	N/A	Not visible	Not visible	Not visible	Not visible	Yes	Curb opening	300-2	0	Yes	No
ARS	CITY	1467	21	PACOIMA WASH	340 Parkside Dr	482-C7	4th St	Parkside Dr	s	SUMP/ARS UNIT INSTALLED	1924847.11856668	6431485.76805644	21	8	Not accesible	N/A	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	Yes	No
ARS	CITY	1467	22	PACOIMA WASH	505 5th St	482-C7	4th St	Parkside Dr	n	UPSTREAM CB	1924902.24019611	6431490.10829046	14	9	Not accesible	N/A	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	Yes	No
NONE	CITY	1467	23	BI 0256	1227 Glenoaks Blvd	482-B6	Glenoaks Blvd	Alexander St	se	SUMP	1929204.84245515	6431262.03362623	3.5	6	30	3.50	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	No	No
CPS	CITY	1467	24	BI 0256	1127 Glenoaks Blvd	482-C6	Glenoaks Blvd	Hagar St	se	N/A	1928920.91285767	6431503.74651152	3.5	6	30	3.50	N/A	N/A	Not visible	4	No	Curb opening	300-2	0	No	No
NONE	CITY	1467	26	Wilson Canyon Channel	1116 Newton Pl	482-D6	Newton St	8th St	se	SUMP	1929216.16370758	6434107.09996842	7	7	32	3.25	N/A	N/A	21	8	No	Curb opening	300-2	0	No	No
NONE	CITY	1467	27	PACOIMA WASH	653 5th St	482-C7	Jessie St	5th St	nw	UPSTREAM CB	1926604.62409474	6431788.20477483	7	9	30	3.25	N/A	N/A	Not visible	Not visible	No	Curb opening	300-2	0	No	No
NONE	CITY	1467	28	PACOIMA WASH	633 5th St	482-C7	Jessie St	5th St	ne	UPSTREAM CB	1926567.25571257	6431818.17501639	7	9	63	6.00	N/A	N/A	Not visible	Not visible	No	Curb opening	300-2	0	No	No
NONE	CITY	1467	29	PACOIMA WASH	600 Arroyo St	482-C7	Arroyo Ave	5th St	se	UPSTREAM CB	1925725.79827601	6432546.11816706	7	7	17	1.75	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1467	30	PACOIMA WASH	503 5th St	482-C7	Arroyo Ave	5th St	ne	UPSTREAM CB	1925760.39524476	6432515.93480511	14	7	40	4.00	Not visible	N/A	24	2	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1467	31	PACOIMA WASH	500 5th St	482-C7	5th St	Arroyo Ave	nw	SUMP	1925720.70098743	6432468.7427389	15	7	65	6.00	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1467	32	PACOIMA WASH	453 Jessie St	482-C7	Jessie St	4th St	n	UPSTREAM CB	1926106.09179898	6431285.41664496	7	7	11	1.50	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	CITY	1467	33	PACOIMA WASH	454 Jessie St	482-C7	Jessie St	4th St	s	Y<26	1926070.19405358	6431316.78796758	7	7	13	1.66	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
CPS	CITY	1467	34	BI 0256	1227 Glenoaks Blvd	482-B6	Alexander St	Glenoaks Blvd	se	N/A	1929243.6172199	6431267.14469871	10	7	50	4.75	N/A	N/A	18	6	No	Curb opening	300-2	0	No	No
CPS	CITY	1467	87	BI 0256	800 N Maclay Ave	482-C6	Glenoaks Blvd	Maclay Ave	se	N/A	1928620.50385793	6431765.70859143	7	7	35	3.50	N/A	N/A	Not visible	4	Yes	Curb opening	300-2	0	No	No
ARS	COUNTY	1422	68	BI 0572	2096 2nd St	482-A6	Ralston Ave	Hubbard St	sw	UPSTREAM CB/ARS UNIT INSTALLED	1929283.47879264	6426641.90530048	28	8	70	6.50	N/A	N/A	24	2	No	Curb opening	300-2	0	Yes	No

CITY OF SAN FERNANDO
CATCH BASIN INVENTORY SPREADSHEET

UNIT(S) INSTALLED	OWNED BY	CATCH BASIN ID	NO.	DRAINS TO	ADDRESS	T.G.	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	NEW DATA	GPS (NORTHING)	GPS (EASTING)	CATCH BASIN WIDTH (FT) [W]	CURB OPENING HEIGHT (X) (IN)	FL TO OUTLET FL (Y) (IN)	V DIM [X+Y] (FT)	INLET PIPE SIZE (IN)	INLET PIPE LOCATION	OUTLET PIPE SIZE (IN)	OUTLET PIPE LOCATION	COMMERCIAL OR INDUSTRIAL AREA	TYPE OF CATCH BASIN	SSPWC STD. PLAN NO.	NUMBER OF GRATES	ARS UNITS INSTALLED	CPS UNIT INSTALLED
ARS	COUNTY	1422	69	BI 0572	277 N Hubbard Ave	482-A6	2nd St	Hubbard St	nw	UPSTREAM CB/ARS UNIT INSTALLED	1929324.05034259	6426684.0995343	3.5	9	27	3.00	N/A	N/A	7	15	No	Curb opening	300-2	0	Yes	No
NONE	COUNTY	1422	70	BI 0572	277 N Hubbard Ave	482-A6	Hubbard Ave	2nd St	nw	SUMP	1929302.13838476	6426752.59982325	7	9	46	4.50	15	5	15	8	No	Curb opening	300-2	0	No	No
ARS/CPS	COUNTY	1422	72	BI 0572	333 N Hubbard Ave	482-A6	4th St	Hubbard St	sw	ARS UNIT INSTALLED	1929788.18224932	6427121.4088075	28	9	39	4.00	N/A	N/A	21	2	No	Curb opening	300-2	0	Yes	No
ARS/CPS	COUNTY	1422	73	BI 0572	2101 4th St	482-A6	4th St	Hubbard St	nw	ARS UNIT INSTALLED	1929820.83102196	6427145.42652211	28	9	51	5.00	N/A	N/A	24	6	No	Curb opening	300-2	0	Yes	No
CPS	COUNTY	1422	77	BI 0256	1413 Glenoaks Blvd	482-B6	Harding Ave	Glenoaks Blvd	se	N/A	1929688.62215404	6430869.31422977	21	9	63	6.00	24	2	33	6	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1422	78	BI 0256	1413 Glenoaks Blvd	482-B6	Harding Ave	Glenoaks Blvd	se	UPSTREAM CB	1929708.84250848	6430892.42432716	14	11	48	5.75	N/A	N/A	24	6	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1422	79	BI 0256	1501 Glenoaks Blvd	482-B6	Harding Ave	Glenoaks Blvd	nw	SUMP	1929717.05708048	6430843.63523637	21	9	63	6.00	24	6	33	3	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1422	80	BI 0256	1501 Glenoaks Blvd	482-B6	Harding Ave	Glenoaks Blvd	nw	UPSTREAM CB	1929744.30447038	6430875.26484817	14	10	32	3.50	N/A	N/A	24	2	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1422	81	BI 0256	1501 Glenoaks Blvd	482-B6	Glenoaks Blvd	Harding Ave	ne	N/A	1929732.48720938	6430796.56913385	14	9	Not accesible	N/A	N/A	N/A	21	6	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1422	82	BI 0256	1500 Glenoaks Blvd	482-B6	Glenoaks Blvd	Harding Ave	sw	N/A	1929698.19412273	6430747.75883704	21	9	57	5.50	N/A	N/A	21	4	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1422	83	BI 0256	1500 Glenoaks Blvd	482-B6	Glenoaks Blvd	Harding Ave	sw	N/A	1929725.87772025	6430723.6679617	14	9	51	5.00	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1422	84	BI 0256	1823 Glenoaks Blvd	482-B5	Orange Grove Ave	Glenoaks Blvd	se	N/A	1930682.57476364	6429996.27828789	21	8	40	4.00	33	2	33	5	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1422	85	BI 0256	1823 Glenoaks Blvd	482-B5	Orange Grove Ave	Glenoaks Blvd	se	UPSTREAM CB	1930710.53552371	6430027.17544413	28	8	43	4.25	N/A	N/A	33	6	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1422	86	BI 0256	213 Glenoaks Blvd	482-B5	Orange Grove Ave	Glenoaks Blvd	nw	SUMP	1930711.70397484	6429971.81397471	21	9	39	4.00	N/A	N/A	30	3	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1422	87	BI 0256	213 Glenoaks Blvd	482-B5	Glenoaks Blvd	Orange Grove Ave	ne	N/A	1930728.55427021	6429928.58382732	3.5	10	29	3.25	N/A	N/A	18	4	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1422	88	BI 0256	1900 Glenoaks Blvd	482-B5	Glenoaks Blvd	Orange Grove Ave	sw	N/A	1930691.90477176	6429882.01691428	7	9	36	3.75	N/A	N/A	18	3	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1422	89	BI 0256	1900 Glenoaks Blvd	482-B5	Glenoaks Blvd	Orange Grove Ave	sw	N/A	1930735.3404054	6429842.73150881	15	9	30	3.25	N/A	N/A	21	4	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1422	90	BI 0256	2070 Glenoaks Blvd	482-B5	Glenoaks Blvd	Hubbard St	s	N/A	1931464.54743426	6429162.49912333	21	10	47	4.75	N/A	N/A	24	3	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1422	91	BI 0256	2055 Glenoaks Blvd	482-B5	Glenoaks Blvd	Hubbard St	n	N/A	1931491.17900163	6429213.39778799	21	10	47	4.75	N/A	N/A	24	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1422	100	BI 0256	1955 Glenoaks Blvd	482-B5	Glenoaks Blvd	Lazard St	n	Y<26	1931239.61634892	6429455.17429131	7	7	2	0.75	N/A	N/A	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1422	101	BI 0256	1955 Glenoaks Blvd	482-B5	Glenoaks Blvd	Lazard St	n	Y<26	1930975.65793525	6429699.09726696	3.5	6	0	0.50	N/A	Not visible	Not visible	Not visible	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	20	BI 0572	1500 1st St	482-A7	1st St	Harding Ave	sw	N/A	1927140.5237124	6427845.28061636	28	7	59	5.50	N/A	N/A	21	3	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	21	BI 0572	101 Harding Ave	482-A7	1st St	Harding Ave	ne	N/A	1927176.36123273	6427877.08475363	28	8	58	5.50	N/A	N/A	21	6	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	22	BI 0572	101 Harding Ave	482-A7	Harding Ave	1st St	nw	SUMP	1927166.87217952	6427916.5981237	3.5	10	26	3.00	N/A	N/A	15	4	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	23	BI 0572	1409 1st St	482-A7	1st St	Harps St	ne	N/A	1926930.37978972	6428088.2639537	3.5	12	24	3.00	N/A	N/A	15	5	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	24	BI 0572	1409 1st St	482-A7	Harps St	1st St	nw	N/A	1926931.24329844	6428110.09893373	7	9	27	3.00	N/A	N/A	15	3	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	25	BI 0572	1409 1st St	482-A7	Harps St	1st St	se	N/A	1926903.78109166	6428130.56527787	7	7	38	3.75	N/A	N/A	15	7	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	26	BI 7001	1321 1st St	482-A7	1st St	Alexander St	ne	N/A	1926711.03076233	6428280.41203237	3.5	12	24	3.00	N/A	N/A	15	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	27	BI 7001	1321 1st St	482-A7	Alexander St	1st St	nw	N/A	1926709.00325574	6428308.08884396	10	11	40	4.25	24	4	18	2	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	28	BI 7001	1231 1st St	482-A7	Alexander St	1st St	se	UPSTREAM CB	1926675.7465068	6428332.36336334	10	9	27	3.00	N/A	N/A	24	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	29	BI 7001	1260 1st St	482-A7	1st St	Hagar St	sw	Y<26	1926618.36134787	6428290.90837102	na	0	24	2.00	15	4	21	6	Yes	Curbside Grating	303-3	2	No	No
NONE	COUNTY	1423	30	BI 7001	1231 1st St	482-A7	1st St	Alexander St	ne	UPSTREAM CB	1926651.02899386	6428328.02291726	3.5	10	26	3.00	N/A	N/A	15	4	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	31	BI 7001	111 N Hagar St	482-A7	Hagar St	1st St	nw	UPSTREAM CB	1926443.93279892	6428552.33796802	10	9	39	4.00	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	32	BI 7001	100 N Hagar St	482-A7	Hagar St	1st St	se	N/A	1926409.14836903	6428573.09695511	10	11	49	5.00	18	4	18	7	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	33	BI 7001	26 N Maclay Ave	482-B7	Maclay Ave	Truman St	se	SUMP	1925995.93739328	6428660.49095051	3.5	8	40	4.00	18	4	24	1	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	34	BI 7001	77 N Maclay Ave	482-B7	Maclay Ave	Truman St	nw	UPSTREAM CB	1926040.53829715	6428616.35191353	3.5	8	40	4.00	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	35	BI 7001	77 N Maclay Ave	482-B7	1st St	Maclay Ave	sw	N/A	1926171.84060815	6428674.37431304	3.5	10	38	4.00	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	36	BI 7001	1115 1st St	482-B7	1st St	Maclay Ave	ne	SUMP	1926177.97783944	6428740.12948403	7	8	28	3.00	N/A	N/A	18	6	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	38	BI 7001	100 N Maclay Ave	482-B7	Maclay Ave	1st St	se	SUMP	1926133.23188646	6428818.11161612	7	8	40	4.00	N/A	N/A	18	7	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	39	BI 7001	117 N Macneil St	482-B7	1st St	Macneil St	ne	SUMP	1925907.26552372	6428976.53641361	3.5	10	32	3.50	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	40	BI 7001	117 N Macneil St	482-B7	Macniel St	1st St	nw	UPSTREAM CB	1925906.46457273	6429013.99258867	3.5	12	27	3.25	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	41	BI 7001	120 N Macneil St	482-B7	Macniel St	1st St	se	N/A	1925865.71340787	6429048.4249988	3.5	11	58	5.75	18	4	18	6	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	42	BI 7001	900 1st St	482-B7	1st St	Brand Blvd	sw	N/A	1925593.20197429	6429181.6856848	3.5	8	34	3.50	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	43	BI 7001	909 1st St	482-B7	1st St	Brand Blvd	ne	SUMP	1925624.09722199	6429224.01584914	3.5	10	50	5.00	18	7	18	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	44	BI 7001	909 1st St	482-B7	Brand Blvd	1st St	nw	UPSTREAM CB	1925622.50698331	6429251.34827514	21	8	40	4.00	N/A	N/A	18	1	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	45	BI 7001	130 N Brand Blvd	482-B7	Brand Blvd	1st St	se	N/A	1925547.09205076	6429260.43526238	21	10	35	3.75	N/A	N/A	18	6	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	50	BI 0572	400 N Maclay Ave	482-B7	Maclay Ave	4th St	se	N/A	1926944.27015024	6429751.13278578	21	8	64	6.00	N/A	N/A	18	5	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	51	BI 0572	403 N Maclay Ave	482-B7	Maclay Ave	4th St	nw	N/A	1926996.81588568	6429712.08340321	14	8	40	4.00	N/A	N/A	18	2	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	53	BI 0572	1102 4th St	482-B7	4th St	Maclay Ave	nw	N/A	1926990.3156075	6429674.14118642	3.5	12	24	3.00	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	54	BI 0572	1151 4th St	482-B7	Hagar St	4th St	se	UPSTREAM CB	1927220.94071852	6429501.81139624	7	10	32	3.50	N/A	N/A	18	4	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	55	BI 0572	401 N Hagar St	482-B7	Hagar St	4th St	nw	SUMP	1927247.14880188	6429478.43728404	3.5	11	49	5.00	18	4	18	2	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	56	BI 0572	403 N Alexander St	482-B7	Alexander St	4th St	se	N/A	1927494.37758237	6429268.61823744	7	12	36	4.00	N/A	N/A	18	6	No	Curb opening	300-2	0	No	No

CITY OF SAN FERNANDO
CATCH BASIN INVENTORY SPREADSHEET

UNIT(S) INSTALLED	OWNED BY	CATCH BASIN ID	NO.	DRAINS TO	ADDRESS	T.G.	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	NEW DATA	GPS (NORTHING)	GPS (EASTING)	CATCH BASIN WIDTH (FT) [W]	CURB OPENING HEIGHT (X) (IN)	FL TO OUTLET FL (Y) (IN)	V DIM [X+Y] (FT)	INLET PIPE SIZE (IN)	INLET PIPE LOCATION	OUTLET PIPE SIZE (IN)	OUTLET PIPE LOCATION	COMMERCIAL OR INDUSTRIAL AREA	TYPE OF CATCH BASIN	SSPWC STD. PLAN NO.	NUMBER OF GRATES	ARS UNITS INSTALLED	CPS UNIT INSTALLED
NONE	COUNTY	1423	57	BI 0572	402 N Alexander St	482-B7	4th St	Alexander St	ne	SUMP	1927459.5053596	6429262.48461117	3.5	10	32	3.50	N/A	N/A	18	4	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	58	BI 0572	403 N Alexander St	482-B6	Alexander St	4th St	nw	SUMP	1927524.34443097	6429242.02971826	7	12	33	4.25	N/A	N/A	18	2	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	61	BI 0572	143 Harding Ave	482-A7	2nd St	Harding Ave	sw	N/A	1927483.77733427	6428230.53698181	14	10	38	4.00	N/A	N/A	18	1	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	62	BI 0572	203 Harding Ave	482-A7	2nd St	Harding Ave	ne	SUMP	1927503.81786175	6428265.72475	28	10	38	4.00	N/A	N/A	6	24	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	63	BI 0572	203 Harding Ave	482-A7	Harding Ave	2nd St	nw	N/A	1927501.75578935	6428300.8603514	7	10	38	4.00	N/A	N/A	15	4	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	64	BI 0572	202 Harding Ave	482-A7	Harding Ave	2nd St	se	N/A	1927405.36281164	6428257.32823043	3.5	10	26	3.00	N/A	N/A	15	4	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	65	BI 0572	302 Harding Ave	482-A6	Harding Ave	3rd St	se	N/A	1927675.93389533	6428566.68256126	3.5	10	30	3.33	N/A	N/A	15	4	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	66	BI 0572	400 Harding Ave	482-B6	4th St	Harding Ave	nw	SUMP	1927911.13971652	6428870.18339723	3.5	9	30	3.25	N/A	N/A	15	2	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	67	BI 0572	400 Harding Ave	482-B6	Harding Ave	4th St	se	N/A	1927944.28873894	6428873.73985712	3.5	9	27	3.00	N/A	N/A	15	4	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	68	BI 0572	1503 4th St	482-B6	Harding Ave	4th St	nw	N/A	1927977.94967443	6428846.10460931	3.5	9	33	3.50	N/A	N/A	15	4	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	69	BI 0572	1503 4th St	482-B6	4th St	Harding Ave	ne	SUMP	1927979.57214624	6428810.61974493	7	9	39	4.00	N/A	N/A	15	5	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	70	BI 0572	1502 4th St	482-B6	4th St	Harding Ave	sw	SUMP	1927954.78126052	6428774.74596232	21	8	40	4.00	N/A	N/A	18	1	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	71	BI 0572	502 Harding Ave	482-B6	Library St	Harding Ave	ne	Y<26	1928341.62277518	6429368.03158712	3.5	9	21	2.50	N/A	N/A	15	2	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	72	BI 0572	502 Harding Ave	482-B6	Harding Ave	Library St	se	N/A	1928378.07802658	6429370.42850241	3.5	9	39	4.00	N/A	N/A	15	4	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	73	BI 0572	1501 Library St	482-B6	Harding Ave	Library St	nw	Y<26	1928410.6078335	6429340.85120822	3.5	9	21	2.50	N/A	N/A	15	4	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	74	BI 0572	1501 Library St	482-B6	Library St	Harding Ave	ne	N/A	1928413.92127253	6429305.09914811	7	7	35	3.50	N/A	N/A	15	6	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	75	BI 0572	457 Harding Ave	482-B6	Library St	Harding Ave	sw	N/A	1928387.15059374	6429275.33375661	21	7	41	4.00	N/A	N/A	18	2	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	76	BI 0572	1500 5th St	482-B6	5th St	Harding Ave	sw	N/A	1928819.62850173	6429771.05858874	28	9	75	7.00	24	6	30	1	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	77	BI 0572	1500 5th St	482-B6	5th St	Harding Ave	sw	UPSTREAM CB	1928858.68233757	6429737.36754072	28	9	33	3.50	N/A	N/A	24	2	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	78	BI 0572	1503 5th St	482-B6	5th St	Harding Ave	ne	N/A	1928848.68836929	6429805.18054289	28	9	75	7.00	24	2	30	5	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	79	BI 0572	1503 5th St	482-B6	5th St	Harding Ave	ne	UPSTREAM CB	1928910.9814471	6429750.56255618	28	9	36	3.75	N/A	N/A	24	6	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	80	BI 0572	1503 5th St	482-B6	Harding Ave	5th St	nw	SUMP	1928846.62672101	6429843.81704445	7	8	67	6.25	18	4	21	3	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	81	BI 0572	600 Harding Ave	482-B6	Harding Ave	5th St	se	UPSTREAM CB	1928816.21518239	6429870.39941388	7	9	25	3.00	N/A	N/A	18	4	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	82	BI 0572	600 Harding Ave	482-B6	5th St	Harding Ave	ne	SUMP	1928779.60215829	6429865.06631449	3.5	9	33	3.50	N/A	N/A	18	3	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	93	BI 0572	100 N Hubbard Ave	482-A6	Hubbard Ave	1st St	se	N/A	1928851.7106498	6426419.22629339	3.5	9	27	3.00	N/A	N/A	15	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	95	BI 0732	1900 1st St	482-A6	1st St	Orange Grove Ave	sw	UPSTREAM CB	1928136.32909107	6426978.98903382	14	10	38	4.00	N/A	N/A	21	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	96	BI 0732	1901 1st St	482-A6	1st St	Orange Grove Ave	ne	SUMP	1928165.56263584	6427012.8722083	2.75	11	97	9.00	21	4	24	6	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	97	BI 0732	1901 1st St	482-A6	Orange Grove Ave	1st St	nw	Y<26	1928162.93054591	6427053.55699834	14	12	24	3.00	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	98	BI 0732	1825 1st St	482-A6	Orange Grove Ave	1st St	se	N/A	1928134.53230587	6427082.27587326	21	12	60	6.00	N/A	N/A	21	4	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	99	BI 0732	1803 1st St	482-A6	1st St	Huntington St	ne	N/A	1927917.56853046	6427227.95119356	2.75	10	23	2.75	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	100	BI 0732	1803 1st St	482-A6	Huntington St	1st St	nw	N/A	1927916.02197616	6427270.97521853	7	12	69	6.75	18	4	18	2	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	101	BI 0732	1725 1st St	482-A6	Huntington St	1st St	se	UPSTREAM CB	1927883.84397693	6427297.8459897	14	12	48	5.00	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	104	BI 0572	1753 San Fernando Rd	481-J6	SanFernado Rd	Hubbard St	ne	SUMP	1928446.79186004	6425892.34262285	N/A	N/A	39	3.25	N/A	N/A	Not visible	7	Yes	Curbside Grating	303-3	1	No	No
NONE	COUNTY	1423	161	BI 7050 (F1730)	883 Omelveny Ave	502-A1	Brand Blvd	Omelveny Ave	se	SUMP	1923365.64318539	6426831.96522336	21	8	46	4.50	N/A	N/A	18	5	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	162	BI 7050 (F1730)	767 S Brand Blvd	502-A1	Omelveny Ave	Brand Blvd	ne	SUMP	1923446.29685059	6426730.37401646	3.5	10	32	3.50	N/A	N/A	18	4	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	163	BI 7050 (F1730)	910 Omelveny Ave	502-A1	Omelveny Ave	Carlisle St	sw	N/A	1923501.24395457	6426628.11927353	10	10	32	3.50	N/A	N/A	18	3	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	164	BI 7050 (F1730)	767 S Brand Blvd	502-A1	Brand Blvd	Omelveny Ave	nw	N/A	1923454.84541725	6426777.90431853	21	8	34	3.50	N/A	N/A	18	4	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	165	BI 7050 (F1730)	757 S Brand Blvd	502-A1	Brand Blvd	Omelveny Ave	nw	N/A	1923489.58701099	6426815.29008964	14	8	34	3.50	N/A	N/A	18	4	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	166	BI 7050 (F1730)	1001 Omelveny Ave	502-A1	Omelveny Ave	Carlisle St	ne	N/A	1923574.26260802	6426618.99793255	3.5	9	30	3.25	N/A	N/A	18	6	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	167	BI 7050 (F1730)	1002 Woodworth St	502-A1	Woodworth St	Carlisle St	sw	N/A	1923717.85804288	6426783.90243839	7	10	56	5.50	18	5	18	2	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	168	BI 7050 (F1730)	1003 Woodworth St	502-A1	Woodworth St	Carlisle St	ne	UPSTREAM CB	1923763.51861106	6426799.51875605	3.5	10	32	3.50	N/A	N/A	18	5	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	169	BI 7050 (F1730)	1003 Griffith St	502-A1	Griffith St	Carlisle St	ne	UPSTREAM CB	1924100.3190321	6427195.32829225	3.5	10	29	3.25	N/A	N/A	18	5	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	170	BI 7050 (F1730)	1002 Griffith St	502-A1	Griffith St	Carlisle St	sw	SUMP	1924060.36521322	6427176.65809712	7	9	57	5.50	18	4	18	1	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	171	BI 7050 (F1730)	1002 Mott St	502-A1	Mott St	Carlisle St	sw	N/A	1923887.59794307	6426979.80376871	7	10	62	6.00	18	4	18	1	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	172	BI 7050 (F1730)	1003 Mott St	502-A1	Mott St	Carlisle St	ne	UPSTREAM CB	1923915.66685379	6427013.8362335	10	9	57	5.50	N/A	N/A	18	4	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	173	BI 7050 (F1730)	1000 Kewen St	502-A1	Kewen St	Carlisle St	sw	N/A	1924228.62408569	6427370.42864759	7	10	56	5.50	18	4	18	1	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	174	BI 7050 (F1730)	1003 Kewen St	502-A1	Kewen St	Carlisle St	ne	UPSTREAM CB	1924262.67754442	6427402.69083467	10	10	44	4.50	N/A	N/A	18	4	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	175	BI 7050 (F1730)	1000 Hewitt St	502-A1	Hewitt St	Carlisle St	sw	N/A	1924399.37784521	6427567.30778702	10	10	38	4.00	18	5	18	1	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	176	BI 7050 (F1730)	1001 Hewitt St	502-A1	Hewitt St	Carlisle St	ne	UPSTREAM CB	1924458.66878822	6427576.48574805	3.5	9	24	2.75	N/A	N/A	18	5	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	177	BI 7050 (F1730)	1000 Hollister St	502-A1	Hollister St	Carlisle St	sw	UPSTREAM CB	1924566.17965275	6427766.45724186	7	9	57	5.50	18	5	18	2	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	178	BI 7050 (F1730)	1001 Hollister St	502-A1	Hollister St	Carlisle St	ne	N/A	1924620.32580574	6427778.55208954	3.5	10	32	3.50	N/A	N/A	18	5	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	179	BI 7050 (F1730)	1012 Coronel St	502-A1	Coronel St	Carlisle St	sw	UPSTREAM CB	1924762.99771887	6427942.30192815	10	11	31	3.50	N/A	N/A	18	3	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	180	BI 7050 (F1730)	1001 Coronel St	582-A7	Coronel St	Carlisle St	ne	SUMP	1924767.98113117	6427996.80646271	7	10	62	6.00	18	3	18	5	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	181	BI 7050 (F1730)	998 Pico St	582-A7	Pico St	Carlisle St	sw	N/A	1924908.64483519	6428158.49804601	3.5	10	29	3.25	N/A	N/A	18	2	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	182	BI 7050 (F1730)	317 S Brand Blvd	502-A1	Pico St	Carlisle St	ne	N/A	1924952.23187973	6428179.67139852	7	10	32	3.50	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	196	BI 7001	555 1st St	502-B1	Park Ave	1st St	se	Y<26	1924652.1810495	6429977.55189684	7	7	17	2	12	8	21	2	No	Curb opening	300-2	0	No	No

CITY OF SAN FERNANDO
CATCH BASIN INVENTORY SPREADSHEET

UNIT(S) INSTALLED	OWNED BY	CATCH BASIN ID	NO.	DRAINS TO	ADDRESS	T.G.	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	NEW DATA	GPS (NORTHING)	GPS (EASTING)	CATCH BASIN WIDTH (FT) [W]	CURB OPENING HEIGHT [X] (IN)	FL TO OUTLET FL [Y] (IN)	V DIM [X+Y] (FT)	INLET PIPE SIZE (IN)	INLET PIPE LOCATION	OUTLET PIPE SIZE (IN)	OUTLET PIPE LOCATION	COMMERCIAL OR INDUSTRIAL AREA	TYPE OF CATCH BASIN	SSPWC STD. PLAN NO.	NUMBER OF GRATES	ARS UNITS INSTALLED	CPS UNIT INSTALLED
CPS	COUNTY	1423	197	BI 7001	219 Jessie St	502-B1	Jessie St	Robert F Kennedy Dr	se	N/A	1924805.6665432	6429796.33806093	14	12	36	4.00	N/A	N/A	18	6	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	198	BI 7001	60 Jessie St	502-B1	Jessie St	Robert F Kennedy Dr	nw	N/A	1924812.38418297	6429737.98908886	14	12	30	3.50	N/A	N/A	18	3	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	206	BI 0572	277 N Hubbard Ave	482-A6	Hubbard Ave	2nd St	se	N/A	1929238.61557043	6426784.50214435	3.5	10	26	3.00	N/A	N/A	15	4	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	208	BI 7001	535 Robert F Kennedy Dr	502-B1	Robert F Kennedy Dr	Park Ave	sw	N/A	1923941.67878155	6430434.15609421	3.5	12	24	3.00	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1423	209	BI 7001	535 Robert F Kennedy Dr	502-B1	Robert F Kennedy Dr	Park Ave	nw	SUMP	1924013.46239699	6430460.68820539	3.5	12	27	3.25	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1423	210	BI 0572	1753 San Fernando Rd	481-J6	Hubbard Ave	San Fernando Rd	se	N/A	1928433.59281544	6425943.99155612	N/A	N/A	36	3.00	N/A	N/A	Not visible	4	Yes	Curbside Grating	303-3	1	No	No
ARS	COUNTY	1423	211	BI 0572	2096 2nd St	482-A6	Ralston Ave	Hubbard St	sw	ARS UNIT INSTALLED	1929256.66040033	6426661.89917474	28	8	Not accesible	N/A	Not visible	Not visible	Not visible	Not visible	No	Curb opening	300-2	0	Yes	No
CPS	COUNTY	1466	40	MTD 0569	1000 N Maclay Ave	482-C6	Maclay Ave	7th St	ne	N/A	1929545.69279994	6432724.80848779	14	8	34	3.50	N/A	N/A	18	5	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1466	41	MTD 0569	1001 N Maclay Ave	482-C6	Maclay Ave	7th St	nw	N/A	1929596.13447508	6432695.12643592	14	7	35	3.50	N/A	N/A	18	3	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1466	42	MTD 0569	1001 N Maclay Ave	482-C6	7th St	Maclay Ave	nw	N/A	1929602.74035919	6432644.47482128	3.5	7	41	4.00	N/A	N/A	18	5	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1467	4	MTD 0569	901 N Maclay Ave	482-C6	Maclay Ave	Lucas St	nw	N/A	1929159.27031603	6432190.12100567	14	7	41	4.00	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1467	5	MTD 0569	904 N Maclay Ave	482-C6	Maclay Ave	Lucas St	se	N/A	1929116.44541548	6432236.06446201	14	8	34	3.50	N/A	N/A	18	4	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1467	6	BI 0256	807 N Maclay Ave	482-C6	Maclay Ave	Glenoaks Blvd	nw	N/A	1928766.82023591	6431739.01064925	14	8	52	5.00	N/A	N/A	18	3	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1467	7	BI 0256	800 N Maclay Ave	482-C6	Maclay Ave	Glenoaks Blvd	se	N/A	1928695.03386368	6431754.31163354	14	8	40	4.00	N/A	N/A	24	7	Yes	Curb opening	300-2	0	No	No
CPS	COUNTY	1467	8	BI 0256	801 N Brand Blvd	482-C6	Brand Blvd	Glenoaks Blvd	nw	UPSTREAM CB	1928226.36281057	6432144.08424287	7	8	31	3.25	N/A	N/A	18	4	No	Curb opening	300-2	0	No	No
NONE	COUNTY	1467	9	BI 0256	802 N Brand Blvd	482-C6	Brand Blvd	Glenoaks Blvd	se	N/A	1928197.97814238	6432165.52712376	7	9	57	5.50	18	2	24	7	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1467	10	BI 0256	802 N Brand Blvd	482-C6	Brand Blvd	Glenoaks Blvd	se	UPSTREAM CB	1928228.27495648	6432200.9171973	7	9	30	3.25	N/A	N/A	18	6	No	Curb opening	300-2	0	No	No
CPS	COUNTY	1467	17	BI 0256	640 Glenoaks Blvd	482-C7	Glenoaks Blvd	Jessie St	sw	N/A	1927327.94900061	6432814.00075284	15	7	53	5.00	6	8	18	7	Yes	Curb opening	300-2	0	No	No
NONE	COUNTY	1467	25	BI 0256	807 N Maclay Ave	482-C6	Glenoaks Blvd	Maclay Ave	nw	SUMP	1928734.02450562	6431666.03992139	0	0	36	3.00	Not visible	Not visible	Not visible	Not visible	Yes	Curbside Grating	303-3	1	No	No

ATTACHMENT D

City Catch Basin Inspection and Cleaning Spreadsheet

CITY OF SAN FERNANDO
CATCH BASIN INVENTORY SPREADSHEET

CATCH BASIN ID	NO.	ADDRESS	T.G.	LOCATION OF CORNER	STREET	NEAREST CROSS STREET	UNIT(S) INSTALLED	OWNED BY	Inspection #1 Date	Inspection #2 Date	Inspection #3 Date	Inspection #4 Date	Cleaning #1 Date	Cleaning #2 Date	Cleaning #3 Date	Cleaning #4 Date	Install Storm Drain Marker Date	Stencil Staff Gauge Date	Comments	Photo File
1422	95	2096 2nd St	482-A6	nw	Ralston Ave	Hubbard St	ARS	CITY												
1422	96	1413 Glenoaks Blvd	482-B6	se	Glenoaks Blvd	Harding Ave	NONE	CITY												
1422	102	1903 7th St	482-B5	nw	7th St	Orange Grove Ave	NONE	CITY												
1422	103	1903 7th St	482-D5	nw	Orange Grove Ave	7th St	NONE	CITY												
1422	104	1825 7th St	482-D5	ne	Orange Grove Ave	7th St	NONE	CITY												
1422	105	1900 7th St	482-D5	sw	Orange Grove Ave	7th St	NONE	CITY												
1422	106	1824 7th St	482-D5	se	Orange Grove Ave	7th St	NONE	CITY												
1422	107	440 Fayecroft St	482-A6	se	Fayecroft St	Woodcock Ave	NONE	CITY												
1422	108	461 Fayecroft St	482-A6	nw	Fayecroft St	Woodcock Ave	NONE	CITY												
1422	109	403 N Meyer St	482-A6	n	4th St	N Meyer St	NONE	CITY												
1423	1	1402 Hewitt St	482-A7	sw	Hewitt St	Workman St	ARS	CITY												
1423	2	1403 Hewitt St	482-A7	ne	Hewitt St	Workman St	ARS	CITY												
1423	3	1403 Hewitt St	482-A7	nw	Workman St	Hewitt St	ARS	CITY												
1423	4	1349 Hewitt St	482-A7	se	Workman St	Hewitt St	ARS	CITY												
1423	5	1404 Hollister St	482-A7	sw	Hollister St	Workman St	NONE	CITY												
1423	6	1403 Hollister St	482-A7	ne	Hollister St	Workman St	NONE	CITY												
1423	7	1402 Coronel St	482-A7	sw	Coronel St	Workman St	NONE	CITY												
1423	8	1407 Coronel St	482-A7	ne	Coronel St	Workman St	NONE	CITY												
1423	9	1349 Coronel St	482-A7	se	Workman St	Coronel St	ARS	CITY												
1423	10	1410 Pico St	482-A7	sw	Pico St	Workman St	NONE	CITY												
1423	11	1417 Pico St	482-A7	ne	Pico St	Workman St	NONE	CITY												
1423	12	1415 Pico St	482-A7	nw	Workman St	Pico St	ARS/CPS	CITY												
1423	13	1349 Pico St	482-A7	se	Workman St	Pico St	ARS/CPS	CITY												
1423	14	1445 Celis St	482-A7	sw	Celis St	Workman St	NONE	CITY												
1423	15	1446 Celis St	482-A7	ne	Celis St	Workman St	NONE	CITY												
1423	16	1417 Celis St	482-A7	nw	Workman St	Celis St	NONE	CITY												
1423	17	1301 Celis St	482-A7	se	Workman St	Celis St	ARS/CPS	CITY												
1423	18	101 S Workman	482-A7	nw	Workman St	San Fernando Rd	ARS/CPS	CITY												
1423	19	1300 San Fernando Rd	482-A7	se	Workman St	San Fernando Rd	ARS	CITY												
1423	46	333 N Brand	482-B7	sw	4th St	Brand Blvd	NONE	CITY												
1423	47	401 N Brand	482-B7	nw	4th St	Brand Blvd	NONE	CITY												
1423	48	331 N Macneil	482-B7	sw	4th St	Macneil St	NONE	CITY												
1423	49	403 N Macneil	482-B7	nw	4th St	Macneil St	NONE	CITY												
1423	59	402 Harps St	482-B6	ne	4th St	Harps St	NONE	CITY												
1423	60	332 Harps St	482-B6	se	4th St	Harps St	NONE	CITY												
1423	83	557 Harps St	482-B6	se	Harps St	5th St	NONE	CITY												
1423	84	600 Harps St	482-B6	ne	5th St	Harps St	NONE	CITY												
1423	85	600 Harps St	482-B6	se	Harps St	5th St	NONE	CITY												
1423	86	557 N Alexander St	482-B6	nw	Alexander St	5th St	NONE	CITY												
1423	87	601 N Alexander St	482-B6	ne	5th St	Alexander St	NONE	CITY												
1423	88	601 N Alexander St	482-B6	nw	Alexander St	5th St	NONE	CITY												
1423	89	600 N Alexander St	482-B6	ne	5th St	Hagar St	NONE	CITY												
1423	90	600 N Hagar St	482-B6	se	Hagar St	5th St	NONE	CITY												
1423	91	600 N Hagar St	482-B6	ne	5th St	Hagar St	NONE	CITY												
1423	92	556 N Hagar St	482-B6	se	Hagar St	5th St	NONE	CITY												
1423	94	2100 Frank Modugno Dr	482-A6	nw	Hubbard Ave	1st St	NONE	CITY												
1423	109	1402 Mott St	481-J7	sw	Mott St	Workman St	ARS	CITY												
1423	110	665 S Workman	481-J7	ne	Mott St	Workman St	ARS	CITY												
1423	111	1404 Griffith St	481-J7	sw	Griffith St	Workman St	ARS	CITY												
1423	112	1401 Griffith St	481-J7	ne	Griffith St	Workman St	ARS	CITY												
1423	113	1401 Griffith St	481-J7	nw	Workman St	Griffith St	NONE	CITY												
1423	114	1404 Kewen St	481-J7	sw	Kewen St	Workman St	ARS	CITY												
1423	115	1401 Kewen St	481-J7	ne	Kewen St	Workman St	ARS	CITY												
1423	116	1401 Kewen St	481-J7	nw	Workman St	Kewen St	CPS	CITY												
1423	117	1345 Kewen St	481-J7	se	Workman St	Kewen St	CPS	CITY												
1423	118	1401 Woodworth St	481-J7	ne	Woodworth St	Workman St	NONE	CITY												
1423	119	1349 Woodworth St	481-J7	se	Workman St	Woodworth St	NONE	CITY												
1423	120	737 S Workman	481-J7	sw	Woodworth St	Workman St	NONE	CITY												
1423	121	600 N Alexander St	482-B6	ne	5th St	Alexander St	NONE	CITY												
1423	122	401 Harps St	482-B6	nw	4th St	Harps St	NONE	CITY												
1423	123	401 Harps St	482-B6	nw	Harps St	4th St	NONE	CITY												
1423	124	402 Harps St	482-B6	ne	Harps St	4th St	NONE	CITY												

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1423	125	403 N Macneil	482-B7	ne	Macneil St	4th St	NONE	CITY												
1423	126	401 N Brand	482-B7	ne	Brand Blvd	4th St	NONE	CITY												
1423	127	200 Parkside Dr	502-B1	s	Parkside Dr	4th St	NONE	CITY												
1423	128	165 Park Ave	502-B1	ne	Park Ave	1st St	NONE	CITY												
1423	129	219 Jessie St	502-B1	sw	Jessie St	Robert F Kennedy Dr	CPS	CITY												
1423	130	707 Truman St	502-B1	ne	Truman St	Wolfskill St	NONE	CITY												
1423	131	147 Wolfskill St	502-B1	ne	Wolfskill St	San Fernando Rd	NONE	CITY												
1423	132	146 Wolfskill St	502-B1	se	Wolfskill St	San Fernando Rd	NONE	CITY												
1423	133	900 1st St	482-B7	sw	Brand Blvd	1st St	NONE	CITY												
1423	134	130 N Brand	482-B7	se	Brand Blvd	1st St	NONE	CITY												
1423	135	900 San Fernando Rd	482-B7	sw	Brand Blvd	SanFernado Rd	NONE	CITY												
1423	136	900 San Fernando Rd	482-B7	nw	Brand Blvd	SanFernado Rd	NONE	CITY												
1423	137	1101 Truman St	482-A7	ne	Maclay Ave	Truman St	NONE	CITY												
1423	138	1101 Truman St	482-A7	nw	Truman St	Truman St	NONE	CITY												
1423	139	1120 Truman St	482-A7	sw	Truman St	Maclay Ave	NONE	CITY												
1423	140	1045 San Fernando Rd	482-A7	ne	Maclay Ave	San Fernando Rd	NONE	CITY												
1423	141	1101 San Fernando Rd	482-A7	nw	Maclay Ave	San Fernando Rd	NONE	CITY												
1423	142	308 S Maclay	482-A7	sw	Maclay Ave	Celis St	NONE	CITY												
1423	143	1048 San Fernando Rd	482-A7	se	Maclay Ave	San Fernando Rd	NONE	CITY												
1423	144	1100 San Fernando Rd	482-A7	sw	Maclay Ave	San Fernando Rd	NONE	CITY												
1423	145	1143 San Fernando Rd	482-A7	ne	San Fernando Mission	San Fernando Rd	NONE	CITY												
1423	146	1201 San Fernando Rd	482-A7	nw	San Fernando Mission	San Fernando Rd	NONE	CITY												
1423	147	1201 San Fernando Rd	482-A7	nw	San Fernando Rd	San Fernando Mission	NONE	CITY												
1423	148	1129 Celis St	482-A7	nw	Maclay Ave	Celis St	NONE	CITY												
1423	149	1129 Celis St	482-A7	nw	Celis St	Maclay Ave	NONE	CITY												
1423	150	1300 San Fernando Rd	482-A7	nw	San Fernando Rd	Kalisher St	NONE	CITY												
1423	151	201 S Kalisher	482-A7	sw	San Fernando Rd	Kalisher St	NONE	CITY												
1423	152	201 S Kalisher	482-A7	sw	Kalisher St	San Fernando Rd	NONE	CITY												
1423	153	98 S Workman	482-A7	ne	Workman St	Truman St	CPS	CITY												
1423	154	1407 S Workman St	482-A7	nw	Workman St	Truman St	ARS/CPS	CITY												
1423	155	1407 S Workman St	482-A7	nw	Truman St	Workman St	NONE	CITY												
1423	156	103 S Workman	482-A7	sw	Truman St	Workman St	NONE	CITY												
1423	157	101 S Workman	482-A7	nw	San Fernando Rd	Workman St	NONE	CITY												
1423	158	299 S Workman	482-A7	sw	San Fernando Rd	Workman St	NONE	CITY												
1423	159	1530 San Fernando Rd	482-A7	nw	San Fernando Rd	Huntington St	NONE	CITY												
1423	160	1500 San Fernando Rd	482-A7	sw	San Fernando Rd	Huntington St	NONE	CITY												
1423	183	301 Chatsworth	502-B1	ne	Celis St	Chatworth Dr	NONE	CITY												
1423	184	205 Chatsworth	502-B1	nw	Chatsworth Dr	Celis St	NONE	CITY												
1423	185	301 Chatsworth	502-B1	sw	Celis St	Chatworth Dr	NONE	CITY												
1423	186	300 Chatsworth	502-B1	se	Chatsworth Dr	Celis St	NONE	CITY												
1423	187	799 Celis St	502-B1	sw	Celis St	Chatworth Dr	NONE	CITY												
1423	188	205 Chatsworth	502-B1	ne	Celis St	Chatworth Dr	NONE	CITY												
1423	191	901 San Fernando Rd	482-B7	nw	Brand Blvd	SanFernado Rd	NONE	CITY												
1423	192	121 S Brand	482-B7	nw	Brand Blvd	San Fernando Rd	NONE	CITY												
1423	193	121 S Brand	482-B7	sw	Truman St	Brand Blvd	NONE	CITY												
1423	194	901 Truman St	482-B7	ne	Truman St	Brand Blvd	NONE	CITY												
1423	199	699 Truman St	502-B1	ne	Truman St	Wolfskill St	NONE	CITY												
1423	200	146 Wolfskill St	502-B1	ne	Wolfskill St	San Fernando Rd	NONE	CITY												
1423	201	147 Wolfskill St	502-B1	nw	San Fernando Rd	Wolfskill St	NONE	CITY												
1423	204	699 Truman St	502-B1	n	Truman St	Fox St	CPS	CITY												
1423	205	698 Truman St	502-B1	s	Truman St	Fox St	NONE	CITY												
1423	212	1500 San Fernando Rd	482-A7	sw	Huntington St	San Fernando Rd	NONE	CITY												
1423	213	1601 Truman St	482-A6	nw	Truman St	Lazard St	NONE	CITY												
1423	214	101 Lazard St	482-A6	sw	Truman St	Lazard St	NONE	CITY												
1423	215	101 Lazard St	482-A6	sw	Lazard St	Truman St	NONE	CITY												

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1423	216	54 Hubbard St	482-A6	se	Hubbard Ave	1st St	NONE	CITY												
1423	217	1753 Truman St	482-A6	se	Hubbard St	Truman St	NONE	CITY												
1423	218	1756 Truman St	481-J6	sw	Truman St	Hubbard Ave	NONE	CITY												
1423	219	1753 Truman St	481-J6	nw	Truman St	Hubbard Ave	NONE	CITY												
1423	220	2100 Frank Modugno Dr	482-A6	sw	Frank Modugno Dr	Hubbard Ave	ARS/CPS	CITY												
1423	221	2100 Frank Modugno Dr	482-A6	nw	Frank Modugno Dr	Hubbard Ave	ARS	CITY												
1423	222	2100 Frank Modugno Dr	482-A6	ne	Hubbard Ave	Frank Modugno Dr	ARS/CPS	CITY												
1466	27	2003 8th St	482-B4	se	Leach St	8th St	NONE	CITY												
1466	28	2011 8th St	482-B4	nw	Leach St	8th St	NONE	CITY												
1466	29	1947 8Th St	482-C4	nw	Lazard St	8th St	NONE	CITY												
1466	30	1280 N Lazard	482-C4	se	Lazard St	8th St	NONE	CITY												
1466	31	1173 Orange Grove Ave	482-C5	sw	8th St	Orange Grove Ave	CPS	CITY												
1466	32	1201 Orange Grove Ave	482-C5	nw	Orange Grove Ave	8th St	NONE	CITY												
1466	33	1825 8th St	482-C5	se	Orange Grove Ave	8th St	CPS	CITY												
1466	35	1303 Glenoaks Blvd	482-B6	nw	Alexander St	Glenoaks Blvd	NONE	CITY												
1466	36	1303 Glenoaks Blvd	482-B6	ne	Glenoaks Blvd	Alexander St	NONE	CITY												
1466	37	2011 8th St	482-B4	nw	8th St	Leach St	NONE	CITY												
1466	38	1703 8th St	482-C5	nw	Fernmont St	8th St	NONE	CITY												
1466	39	1625 8th St	482-C5	ne	Fernmont St	8th St	CPS	CITY												
1466	43	1171 Harding	482-C5	sw	8th St	Harding Ave	CPS	CITY												
1466	44	1201 Harding	482-C5	nw	8th St	Harding Ave	CPS	CITY												
1466	45	1201 Harding	482-C5	nw	Harding Ave	8th St	NONE	CITY												
1466	46	1425 8th St	482-C5	ne	Harding Ave	8th St	NONE	CITY												
1466	47	1425 8th St	482-C5	ne	8th St	Harding Ave	NONE	CITY												
1466	48	1420 8th St	482-C5	se	8th St	Harding Ave	NONE	CITY												
1466	49	1201 N Maclay Ave	482-C5	nw	8th St	N Maclay St	CPS	CITY												
1466	50	1201 N Maclay Ave	482-C5	nw	N Maclay St	8th St	CPS	CITY												
1466	51	1200 N Maclay Ave	482-C5	ne	N Maclay St	8th St	CPS	CITY												
1466	52	1171 Macneil St	482-C6	sw	8th St	Macneil St	NONE	CITY												
1466	53	900 8th St	482-D6	sw	8th St	Macneil St	CPS	CITY												
1466	54	1501 7th St	482-C5	nw	7th St	Harding Ave	NONE	CITY												
1466	55	1501 7th St	482-C5	nw	Harding Ave	7th St	ARS	CITY												
1466	56	1421 7th St	482-C5	ne	Harding Ave	7th St	NONE	CITY												
1466	57	1421 7th St	482-C5	ne	7th St	Harding Ave	NONE	CITY												
1466	58	827 Alexander	482-C6	nw	Alexander St	Glenoaks Blvd	NONE	CITY												
1467	1	1203 Glenoaks Blvd	482-C6	nw	Glenoaks Blvd	Hagar St	CPS	CITY												
1467	2	1203 Glenoaks Blvd	482-C6	ne	Hagar St	Glenoaks Blvd	NONE	CITY												
1467	3	1127 Glenoaks Blvd	482-C6	se	Hagar St	Glenoaks Blvd	NONE	CITY												
1467	11	803 N Glenoaks Blvd	482-C6	ne	Glenoaks Blvd	Newton St	CPS	CITY												
1467	12	803 N Glenoaks Blvd	482-C6	nw	Newton St	Glenoaks Blvd	NONE	CITY												
1467	13	703 Glenoaks	482-C6	ne	Glenoaks Blvd	Griswold Ave	CPS	CITY												
1467	14	704 Glenoaks	482-C6	sw	Glenoaks Blvd	Griswold Ave	CPS	CITY												
1467	15	815 Griswold	482-C6	nw	Griswold Ave	Glenoaks Blvd	ARS	CITY												
1467	16	832 Griswold	482-C6	se	Griswold Ave	Glenoaks Blvd	NONE	CITY												
1467	18	603 Glenoaks	482-C7	ne	Glenoaks Blvd	Jessie St	NONE	CITY												
1467	19	524 5th St	482-C7	sw	5th St	Pacoima Wash	ARS	CITY												
1467	20	601 5th St	482-C7	ne	5th St	Pacoima Wash	ARS	CITY												
1467	21	340 Parkside Dr	482-C7	s	4th St	Parkside Dr	ARS	CITY												
1467	22	505 5th St	482-C7	n	4th St	Parkside Dr	ARS	CITY												
1467	23	1227 Glenoaks Blvd	482-B6	se	Glenoaks Blvd	Alexander St	NONE	CITY												
1467	24	1127 Glenoaks Blvd	482-C6	se	Glenoaks Blvd	Hagar St	CPS	CITY												
1467	26	1116 Newton Pl	482-D6	se	Newton St	8th St	NONE	CITY												
1467	27	653 5th St	482-C7	nw	Jessie St	5th St	NONE	CITY												
1467	28	633 5th St	482-C7	ne	Jessie St	5th St	NONE	CITY												
1467	29	600 Arroyo St	482-C7	se	Arroyo Ave	5th St	NONE	CITY												

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1467	30	503 5th St	482-C7	ne	Arroyo Ave	5th St	NONE	CITY												
1467	31	500 5th St	482-C7	nw	5th St	Arroyo Ave	NONE	CITY												
1467	32	453 Jessie St	482-C7	n	Jessie St	4th St	NONE	CITY												
1467	33	454 Jessie St	482-C7	s	Jessie St	4th St	NONE	CITY												
1467	34	1227 Glenoaks Blvd	482-B6	se	Alexander St	Glenoaks Blvd	CPS	CITY												
1467	87	800 N Maclay	482-C6	se	Glenoaks Blvd	Maclay Ave	CPS	CITY												
1422	68	2096 2nd St	482-A6	sw	Ralston Ave	Hubbard St	ARS	COUNTY												
1422	69	277 N Hubbard	482-A6	nw	2nd St	Hubbard St	ARS	COUNTY												
1422	70	277 N Hubbard	482-A6	nw	Hubbard Ave	2nd St	NONE	COUNTY												
1422	72	333 N Hubbard	482-A6	sw	4th St	Hubbard St	ARS/CPS	COUNTY												
1422	73	2101 4th St	482-A6	nw	4th St	Hubbard St	ARS/CPS	COUNTY												
1422	77	1413 Glenoaks Blvd	482-B6	se	Harding Ave	Glenoaks Blvd	CPS	COUNTY												
1422	78	1413 Glenoaks Blvd	482-B6	se	Harding Ave	Glenoaks Blvd	NONE	COUNTY												
1422	79	1501 Glenoaks Blvd	482-B6	nw	Harding Ave	Glenoaks Blvd	NONE	COUNTY												
1422	80	1501 Glenoaks Blvd	482-B6	nw	Harding Ave	Glenoaks Blvd	NONE	COUNTY												
1422	81	1501 Glenoaks Blvd	482-B6	ne	Glenoaks Blvd	Harding Ave	NONE	COUNTY												
1422	82	1500 Glenoaks Blvd	482-B6	sw	Glenoaks Blvd	Harding Ave	CPS	COUNTY												
1422	83	1500 Glenoaks Blvd	482-B6	sw	Glenoaks Blvd	Harding Ave	CPS	COUNTY												
1422	84	1823 Glenoaks Blvd	482-B5	se	Orange Grove Ave	Glenoaks Blvd	CPS	COUNTY												
1422	85	1823 Glenoaks Blvd	482-B5	se	Orange Grove Ave	Glenoaks Blvd	NONE	COUNTY												
1422	86	213 Glenoaks	482-B5	nw	Orange Grove Ave	Glenoaks Blvd	NONE	COUNTY												
1422	87	213 Glenoaks	482-B5	ne	Glenoaks Blvd	Orange Grove Ave	CPS	COUNTY												
1422	88	1900 Glenoaks Blvd	482-B5	sw	Glenoaks Blvd	Orange Grove Ave	CPS	COUNTY												
1422	89	1900 Glenoaks Blvd	482-B5	sw	Glenoaks Blvd	Orange Grove Ave	CPS	COUNTY												
1422	90	2070 Glenoaks Blvd	482-B5	s	Glenoaks Blvd	Hubbard St	CPS	COUNTY												
1422	91	2055 Glenoaks Blvd	482-B5	n	Glenoaks Blvd	Hubbard St	CPS	COUNTY												
1422	100	1955 Glenoaks Blvd	482-B5	n	Glenoaks Blvd	Lazard St	NONE	COUNTY												
1422	101	1955 Glenoaks Blvd	482-B5	n	Glenoaks Blvd	Lazard St	NONE	COUNTY												
1423	20	1500 1st St	482-A7	sw	1st St	Harding Ave	CPS	COUNTY												
1423	21	101 Harding Ave	482-A7	ne	1st St	Harding Ave	CPS	COUNTY												
1423	22	101 Harding Ave	482-A7	nw	Harding Ave	1st St	NONE	COUNTY												
1423	23	1409 1st St	482-A7	ne	1st St	Harps St	CPS	COUNTY												
1423	24	1409 1st St	482-A7	nw	Harps St	1st St	CPS	COUNTY												
1423	25	1409 1st St	482-A7	se	Harps St	1st St	CPS	COUNTY												
1423	26	1321 1st St	482-A7	ne	1st St	Alexander St	CPS	COUNTY												
1423	27	1321 1st St	482-A7	nw	Alexander St	1st St	NONE	COUNTY												
1423	28	1231 1st St	482-A7	se	Alexander St	1st St	NONE	COUNTY												
1423	29	1260 1st St	482-A7	sw	1st St	Hagar St	NONE	COUNTY												
1423	30	1231 1st St	482-A7	ne	1st St	Alexander St	NONE	COUNTY												
1423	31	111 N Hagar St	482-A7	nw	Hagar St	1st St	CPS	COUNTY												
1423	32	100 N Hagar St	482-A7	se	Hagar St	1st St	NONE	COUNTY												

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1423	33	26 N Maclay Ave	482-B7	se	Maclay Ave	Truman St	NONE	COUNTY												
1423	34	77 N Maclay Ave	482-B7	nw	Maclay Ave	Truman St	NONE	COUNTY												
1423	35	77 N Maclay Ave	482-B7	sw	1st St	Maclay Ave	CPS	COUNTY												
1423	36	1115 1st St	482-B7	ne	1st St	Maclay Ave	NONE	COUNTY												
1423	38	100 N Maclay	482-B7	se	Maclay Ave	1st St	NONE	COUNTY												
1423	39	117 N Macneil	482-B7	ne	1st St	Macneil St	NONE	COUNTY												
1423	40	117 N Macneil	482-B7	nw	Macniel St	1st St	NONE	COUNTY												
1423	41	120 N Macneil	482-B7	se	Macniel St	1st St	CPS	COUNTY												
1423	42	900 1st St	482-B7	sw	1st St	Brand Blvd	CPS	COUNTY												
1423	43	909 1st St	482-B7	ne	1st St	Brand Blvd	NONE	COUNTY												
1423	44	909 1st St	482-B7	nw	Brand Blvd	1st St	NONE	COUNTY												
1423	45	130 N Brand	482-B7	se	Brand Blvd	1st St	CPS	COUNTY												
1423	50	400 N Maclay	482-B7	se	Maclay Ave	4th St	CPS	COUNTY												
1423	51	403 N Maclay	482-B7	nw	Maclay Ave	4th St	CPS	COUNTY												
1423	53	1102 4th St	482-B7	nw	4th St	Maclay Ave	CPS	COUNTY												
1423	54	1151 4th St	482-B7	se	Hagar St	4th St	NONE	COUNTY												
1423	55	401 N Hagar St	482-B7	nw	Hagar St	4th St	NONE	COUNTY												
1423	56	403 N Alexander St	482-B7	se	Alexander St	4th St	CPS	COUNTY												
1423	57	402 N Alexander St	482-B7	ne	4th St	Alexander St	NONE	COUNTY												
1423	58	403 N Alexander St	482-B6	nw	Alexander St	4th St	NONE	COUNTY												
1423	61	143 Harding Ave	482-A7	sw	2nd St	Harding Ave	CPS	COUNTY												
1423	62	203 Harding Ave	482-A7	ne	2nd St	Harding Ave	NONE	COUNTY												
1423	63	203 Harding Ave	482-A7	nw	Harding Ave	2nd St	CPS	COUNTY												
1423	64	202 Harding Ave	482-A7	se	Harding Ave	2nd St	NONE	COUNTY												
1423	65	302 Harding Ave	482-A6	se	Harding Ave	3rd St	CPS	COUNTY												
1423	66	400 Harding Ave	482-B6	nw	4th St	Harding Ave	NONE	COUNTY												
1423	67	400 Harding Ave	482-B6	se	Harding Ave	4th St	CPS	COUNTY												
1423	68	1503 4th St	482-B6	nw	Harding Ave	4th St	CPS	COUNTY												
1423	69	1503 4th St	482-B6	ne	4th St	Harding Ave	NONE	COUNTY												
1423	70	1502 4th St	482-B6	sw	4th St	Harding Ave	NONE	COUNTY												
1423	71	502 Harding Ave	482-B6	ne	Library St	Harding Ave	NONE	COUNTY												
1423	72	502 Harding Ave	482-B6	se	Harding Ave	Library St	CPS	COUNTY												
1423	73	1501 Library St	482-B6	nw	Harding Ave	Library St	NONE	COUNTY												
1423	74	1501 Library St	482-B6	ne	Library St	Harding Ave	CPS	COUNTY												
1423	75	457 Harding Ave	482-B6	sw	Library St	Harding Ave	CPS	COUNTY												
1423	76	1500 5th St	482-B6	sw	5th St	Harding Ave	CPS	COUNTY												
1423	77	1500 5th St	482-B6	sw	5th St	Harding Ave	NONE	COUNTY												
1423	78	1503 5th St	482-B6	ne	5th St	Harding Ave	CPS	COUNTY												
1423	79	1503 5th St	482-B6	ne	5th St	Harding Ave	NONE	COUNTY												
1423	80	1503 5th St	482-B6	nw	Harding Ave	5th St	NONE	COUNTY												
1423	81	600 Harding Ave	482-B6	se	Harding Ave	5th St	NONE	COUNTY												
1423	82	600 Harding Ave	482-B6	ne	5th St	Harding Ave	NONE	COUNTY												
1423	93	100 N Hubbard	482-A6	se	Hubbard Ave	1st St	CPS	COUNTY												
1423	95	1900 1st St	482-A6	sw	1st St	Orange Grove Ave	NONE	COUNTY												
1423	96	1901 1st St	482-A6	ne	1st St	Orange Grove Ave	NONE	COUNTY												
1423	97	1901 1st St	482-A6	nw	Orange Grove Ave	1st St	NONE	COUNTY												
1423	98	1825 1st St	482-A6	se	Orange Grove Ave	1st St	CPS	COUNTY												
1423	99	1803 1st St	482-A6	ne	1st St	Huntington St	CPS	COUNTY												
1423	100	1803 1st St	482-A6	nw	Huntington St	1st St	NONE	COUNTY												
1423	101	1725 1st St	482-A6	se	Huntington St	1st St	NONE	COUNTY												
1423	104	1753 San Fernando Rd	481-J6	ne	SanFernado Rd	Hubbard St	NONE	COUNTY												
1423	161	883 Omelveny	502-A1	se	Brand Blvd	Omelveny Ave	NONE	COUNTY												
1423	162	767 S Brand	502-A1	ne	Omelveny Ave	Brand Blvd	NONE	COUNTY												
1423	163	910 Omelveny	502-A1	sw	Omelveny Ave	Carlisle St	CPS	COUNTY												
1423	164	767 S Brand	502-A1	nw	Brand Blvd	Omelveny Ave	CPS	COUNTY												
1423	165	757 S Brand	502-A1	nw	Brand Blvd	Omelveny Ave	CPS	COUNTY												
1423	166	1001 Omelveny Ave	502-A1	ne	Omelveny Ave	Carlisle St	CPS	COUNTY												
1423	167	1002 Woodworth St	502-A1	sw	Woodworth St	Carlisle St	CPS	COUNTY												
1423	168	1003 Woodworth St	502-A1	ne	Woodworth St	Carlisle St	NONE	COUNTY												
1423	169	1003 Griffith St	502-A1	ne	Griffith St	Carlisle St	NONE	COUNTY												
1423	170	1002 Griffith St	502-A1	sw	Griffith St	Carlisle St	NONE	COUNTY												

CITY OF SAN FERNANDO
CATCH BASIN INVENTORY SPREADSHEET

CATCH BASIN ID	NO.	ADDRESS	T.G.	LOCATION OF CORNER	STREET	NEAREST CROSS STREET	UNIT(S) INSTALLED	OWNED BY	Inspection #1 Date	Inspection #2 Date	Inspection #3 Date	Inspection #4 Date	Cleaning #1 Date	Cleaning #2 Date	Cleaning #3 Date	Cleaning #4 Date	Install Storm Drain Marker Date	Stencil Staff Gauge Date	Comments	Photo File
1423	171	1002 Mott St	502-A1	sw	Mott St	Carlisle St	NONE	COUNTY												
1423	172	1003 Mott St	502-A1	ne	Mott St	Carlisle St	NONE	COUNTY												
1423	173	1000 Kewen St	502-A1	sw	Kewen St	Carlisle St	CPS	COUNTY												
1423	174	1003 Kewen St	502-A1	ne	Kewen St	Carlisle St	NONE	COUNTY												
1423	175	1000 Hewitt St	502-A1	sw	Hewitt St	Carlisle St	CPS	COUNTY												
1423	176	1001 Hewitt St	502-A1	ne	Hewitt St	Carlisle St	NONE	COUNTY												
1423	177	1000 Hollister St	502-A1	sw	Hollister St	Carlisle St	NONE	COUNTY												
1423	178	1001 Hollister St	502-A1	ne	Hollister St	Carlisle St	CPS	COUNTY												
1423	179	1012 Coronel St	502-A1	sw	Coronel St	Carlisle St	NONE	COUNTY												
1423	180	1001 Coronel St	582-A7	ne	Coronel St	Carlisle St	NONE	COUNTY												
1423	181	998 Pico St	582-A7	sw	Pico St	Carlisle St	CPS	COUNTY												
1423	182	317 S Brand	502-A1	ne	Pico St	Carlisle St	CPS	COUNTY												
1423	196	555 1st St	502-B1	se	Park Ave	1st St	NONE	COUNTY												
1423	197	219 Jessie St	502-B1	se	Jessie St	Robert F Kennedy Dr	CPS	COUNTY												
1423	198	60 Jessie St	502-B1	nw	Jessie St	Robert F Kennedy Dr	CPS	COUNTY												
1423	206	277 N Hubbard	482-A6	se	Hubbard Ave	2nd St	CPS	COUNTY												
1423	208	535 Robert F Kennedy Dr	502-B1	sw	Robert F Kennedy Dr	Park Ave	CPS	COUNTY												
1423	209	535 Robert F Kennedy Dr	502-B1	nw	Robert F Kennedy Dr	Park Ave	NONE	COUNTY												
1423	210	1753 San Fernando Rd	481-J6	se	Hubbard Ave	San Fernando Rd	CPS	COUNTY												
1423	211	2096 2nd St	482-A6	sw	Ralston Ave	Hubbard St	ARS	COUNTY												
1466	40	1000 N Maclay Ave	482-C6	ne	Maclay Ave	7th St	CPS	COUNTY												
1466	41	1001 N Maclay Ave	482-C6	nw	Maclay Ave	7th St	CPS	COUNTY												
1466	42	1001 N Maclay Ave	482-C6	nw	7th St	Maclay Ave	CPS	COUNTY												
1467	4	901 N Maclay	482-C6	nw	Maclay Ave	Lucas St	CPS	COUNTY												
1467	5	904 N Maclay	482-C6	se	Maclay Ave	Lucas St	CPS	COUNTY												
1467	6	807 N Maclay	482-C6	nw	Maclay Ave	Glenoaks Blvd	CPS	COUNTY												
1467	7	800 N Maclay	482-C6	se	Maclay Ave	Glenoaks Blvd	CPS	COUNTY												
1467	8	801 N Brand	482-C6	nw	Brand Blvd	Glenoaks Blvd	CPS	COUNTY												
1467	9	802 N Brand	482-C6	se	Brand Blvd	Glenoaks Blvd	NONE	COUNTY												
1467	10	802 N Brand	482-C6	se	Brand Blvd	Glenoaks Blvd	CPS	COUNTY												
1467	17	640 Glenoaks	482-C7	sw	Glenoaks Blvd	Jessie St	CPS	COUNTY												
1467	25	807 N Maclay	482-C6	nw	Glenoaks Blvd	Maclay Ave	NONE	COUNTY												

THE CITY OF SAN FERNANDO

ATTACHMENT "B"
CONTRACT NO. 1848

PROFESSIONAL SERVICES AGREEMENT

G2 CONSTRUCTION, INC.

Citywide Inserted Catch Basin Maintenance Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of April 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and G2 CONSTRUCTION, INC., a CALIFORNIA CORPORATION (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I. ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of THREE (3) YEARS commencing from July 1, 2017. Upon the conclusion of the Term, the City has the option to extend this Agreement on a year-by-year basis for a maximum of TWO (2) YEARS. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted

aggregate sum of FIFTY NINE THOUSAND-FOUR HUNDRED SIXTY SIX DOLLARS ($59,466.00) (hereinafter, the "Not-to-Exceed Sum") per Agreement year, unless such added expenditure is first approved by the CITY acting in consultation with the Public Works Director and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Public Works Director and Management Analyst (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates John R. Alvarado, President, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision.

CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers,

employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if**

requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and

indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event

of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of

Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:	**CITY:**
G2 Construction, Inc. 1352 East Borchard Avenue Santa Ana, CA 92705 Attn: John R. Alvarado, President Phone: 714-748-4242 Fax: Email:jalvarado@g2construction.com	City of San Fernando Public Works Department 117 Macneil St. San Fernando CA 91340 Attn: Management Analyst Phone: 818-898-1222 Fax: 818-361-6728

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO

By: _____
Nick Kimball, Interim City Manager

G2 CONSTRUCTION, INC.

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney

CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

STORM DRAIN CATCH BASIN MAINTENANCE

The undersigned hereby shall commit to beginning contract work within 10 days of receiving Notice to Proceed. Contractor shall complete the contract work as called out within the Special Provisions and shall remain on contract completing this work for a period of 3 years after issuance of the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

2/15/17
Dated

GZ CONSTRUCTION, INC.
JOHN R. ALVARADO
Bidder

Signature

JOHN R. ALVARADO
Name (Print/Type)

PRESIDENT, GZ CONST.
Title

BID SCHEDULE

STORM DRAIN CATCH BASIN MAINTENANCE

Bid price shall be based on a per catch basin costs and shall include the work to be performed under the above "Contract Work" section:

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL BID PRICE
1	Catch Basin Inspections **(Inspection #1)**	EA	306	23.00	7,038.
2	Catch Basin Inspections **(Inspection #2)**	EA	306	23.00	7,038.
3	Catch Basin Inspections **(Inspection #3)**	EA	306	23.00	7,038.
4	Catch Basin Inspections **(Inspection #4)**	EA	306	23.00	7.038.
5	ARS Catch Basin Cleaning **(Each Cleaning)**	EA	92	21.00	1,932.
6	CPS Catch Basin Cleaning **(Each Cleaning)**	EA	332	21.00	6,972.
7	ARS & CPS Catch Basin Cleaning **(Each Cleaning)**	EA	36	21.00	756.
8	Non-Retrofit Catch Basin Cleaning (Including Curb Opening Under Sidewalk Drains) **(Each Cleaning)**	EA	764	21.00	16,044.
9	"No Dumping" Storm Drain Marker	EA	102	30.00	3,060.
10	"Staff Gauge" Stenciling	EA	102	25.00	2,550.
				TOTAL BID AMOUNT	$ 59,466.00

NOTE: The approximate quantities in this proposal are an estimate only, to establish the unit price and determine total amount bid. Contractor is expected to independently verify any quantities stated herein and to submit a bid based on Contractor's own independent calculation and review of the scope of work.

GREENBOOK Section 3-2 does not apply to this work. The City shall approve the quantities to be paid and reserves the right to pay the Contractor the unit price bid for any amount of actual quantities completed.

Total Amount Bid (In Writing): Fifty-nine thousand, four hundred sixty-six dollars and no cents.

Contractors Name

G2 Construction, Inc.

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None".

List of Addendum Received: Addendum 1

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

Bid Bond No. 10053035

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, G2 Construction, Inc. as Principal,
and Hudson Insurance Company as Surety,
are held and firmly bound unto the City of San Fernando in the sum of
Nine Thousand Dollars ($ 9,000.00)
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of which sum well and truly made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden G2 Construction, Inc.
to construct Storm Drain Catch Basin Maintenance - Various Streets in the City of San Fernando
(insert names of streets and limits to be improved) dated 2/16/2017 is accepted by the City of San Fernando, and if the above bounden his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) days (not including Sunday) from the date of the mailing of a notice to the above bounden G2 Construction, Inc.
by and from the said City of San Fernando that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 15th day of February , 2017.

Principal G2 Construction, Inc.	Surety Hudson Insurance Company
By JOHN R. ALVARADO	By
Its PRESIDENT	Its Megan Runde, Attorney-In-Fact
By	By
Its	Its

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

Hudson Insurance Company

100 William St, 5th Floor

New York, NY 10031

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On this 15th day of February in the year 2017, before me, Jennifer Halland a Notary Public, State of Arizona, duly commissioned and sworn, personally appeared Megan Runde, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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.
WITNESS my hand and official seal.

Jen Halland
Notary Public, State of Arizona
My commission expires 2-1-2020

JENNIFER HALLAND
NOTARY PUBLIC, ARIZONA
MARICOPA COUNTY
My Commission Expires
February 01, 2020

(Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year _____, before me, _____ a Notary Public, State of _____, duly commissioned and sworn, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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.
WITNESS my hand and official seal.

(Seal)

_____
Notary Public, State of _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year _____, before me, _____ a Notary Public, State of _____, duly commissioned and sworn, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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.
WITNESS my hand and official seal.

(Seal)

_____
Notary Public, State of _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year _____, before me, _____ a Notary Public, State of _____, duly commissioned and sworn, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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.
WITNESS my hand and official seal.

(Seal)

_____
Notary Public, State of _____
My commission expires _____

Bond Number: 10053035

HUDSON INSURANCE GROUP

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Megan Runde

of the State of AZ

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Nine Thousand Dollars ($9,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.

(Corporate Seal)

HUDSON INSURANCE COMPANY

Attest: Dina Daskalakis

By:

Dina Daskalakis
Corporate Secretary

Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M MURPHY
MY COMMISSION EXPIRES December 10, 2017
#01MU6067553
QUALIFIED IN NASSAU COUNTY
NOTARY PUBLIC, STATE OF NEW YORK

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 15th day of February, 2017.

(Corporate Seal)

By:

Dina Daskalakis, Corporate Secretary

Form PerPA 10 8 2010 (v1)

CONTRACTOR INFORMATION

Company Name G2 Construction, Inc.

Address 1352 East Borchard Ave

Telephone (714) 748-4242 Fax _____ E-mail jalvarado@g2construction.com
ETAYLOR@G2CONSTRUCTION.COM

Type of Firm: Individual ( ) Partnership ( ) Corporation (✓)

Corporation organized under the laws of the State of California

Contractor's License Number 801253 State CA Classification A Expiration Date 8/31/2018

DIR Registration Number 1000021760 Expiration Date 6/31/2017

Names and titles of all officers of the firm

John R. Alvarado - President

Lisa Brown - Secretary

LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS City of Lake Forest
   CONTACT PERSON AND PHONE NO. Jonathan Poole 949-461-3498
   TYPE/DATE OF WORK PERFORMED ARS + CPS installs, Aug 2016 + Aug 2015
   TOTAL CONTRACT AMOUNT $ 118,388 ('16) and $103,336 ('15)

2. NAME OF CITY OR BUSINESS City of Fullerton
   CONTACT PERSON AND PHONE NO. Trung Phan 714-738-5333
   TYPE/DATE OF WORK PERFORMED ARS installs, Dec. 2016
   TOTAL CONTRACT AMOUNT $ 145,000

3. NAME OF CITY OR BUSINESS City of La Cañada Flintridge
   CONTACT PERSON AND PHONE NO. Nasser Shoushtarian 818-790-8882
   TYPE/DATE OF WORK PERFORMED CPS + ARS installs, Sept. 2016
   TOTAL CONTRACT AMOUNT $ 97,010

4. NAME OF CITY OR BUSINESS City of Calabasas
   CONTACT PERSON AND PHONE NO. Alex Farassati 818-224-1600
   TYPE/DATE OF WORK PERFORMED ARS installs, 2015-16
   TOTAL CONTRACT AMOUNT $ 1,077,370.

5. NAME OF CITY OR BUSINESS City of Los Angeles
   CONTACT PERSON AND PHONE NO. Alfredo Magallanes 213-485-3958
   TYPE/DATE OF WORK PERFORMED CPS + ARS installs, June 2016
   TOTAL CONTRACT AMOUNT $ 230,000

6. NAME OF CITY OR BUSINESS City of Lakewood
   CONTACT PERSON AND PHONE NO. Konya Vivanti
   TYPE/DATE OF WORK PERFORMED CPS installs, Nov. 2016
   TOTAL CONTRACT AMOUNT $ 32,400

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: Ron's Maintenance

Address of office, mill or shop: 11542 Horley Ave., Downey, CA 90241

Specific description of subcontract: Catch Basin Cleaning (Items 5-8)

License No.: 972124 Amount of Subcontract: 19,280

DIR Registration Number: 1000025381 Expiration Date: 06/30/2017

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

CERTIFICATE OF SECRETARY
OF ADOPTION OF RESOLUTION

I, Lisa Brown (insert name of Secretary), do hereby certify that I am the Secretary of G2 Construction Inc. (insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the 15 day of February, 2017 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, G2 Construction Inc.,
John R. Alvarado President
NA, Vice President and
Lisa Brown, secretary
(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion), be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this 15 day of February, 2017.

Lisa Brown
Secretary

Affix Seal



LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO RECEIVE PRICES IN PREPARATION OF BID PROPOSAL

1. NAME & LOCATION OF BUSINESS Ron's Maintenance
11542 Horley Ave, Downey, CA 90241
CONTACT PERSON AND PHONE NO. Ron Norman 213-359-3827
ITEM OR TYPE OF WORK PROPOSED #5-8 Catch Basin Cleaning
PRICE OR AMOUNT $ 19,280

2. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

3. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

4. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

5. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

6. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

NON-COLLUSION AFFIDAVIT

STORM DRAIN CATCH BASIN MAINTENANCE
PIPE SCREEN INSTALLATION
JOB NO. 7594, PLAN NO. P-721

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

JOHN R. ALVARADO, being first duly sworn, deposes and says that he is PRESIDENT - G2 CONSTRUCTION INC.
(Sole owner, partner, president, secretary, etc.)

of _____
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

2/15/17
Date

G2 CONSTRUCTION, INC.
Bidder

Authorized Signature

JOHN R. ALVARADO
Name (Print/Type)

PRESIDENT.
Title

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

On _____, 2017 before me, _____

Personally appeared _____ 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 acknowledge 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.

SEE ATTACHED

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

(Notary Seal)

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On 2-15-2017 before me, Patrick C Ray-Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared John R. Alvarado
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.

PATRICK C. RAY
Notary Public - California
Orange County
Commission # 2154859
My Comm. Expires Jun 23, 2020

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: Non-collusion Affidavit Document Date: 2-15-2017
Number of Pages: 1 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

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

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G2 CONST.

TRAINING CERTIFICATE

This is to certify that BOB MULLEN

(employee name)

has completed the general safety course "**confined space**" and has been tested on the contents of the course, as required. This training, as well as the associated testing was conducted by

JOHN R. ALVARADO and was completed on 1/10/17

(course instructor) (Date)

1/10/17

(course instructor signature) (Date)

G2 CONST.

TRAINING CERTIFICATE

This is to certify that RAUL VELASQUEZ
(employee name)

has completed the general safety course "**confined space**" and has been tested on the contents of the course, as required. This training, as well as the associated testing was conducted by

JOHN R. ALVARADO and was completed on 1/10/2017
(course instructor) (Date)

[signature] 1/10/2017
(course instructor signature) (Date)

G2 Const.

TRAINING CERTIFICATE

This is to certify that NATHAN HUYNH

(employee name)

has completed the general safety course "**confined space**" and has been tested on the contents of the course, as required. This training, as well as the associated testing was conducted by

JOHN R. REGALADO and was completed on 1/10/2017

(course instructor) (Date)

(course instructor signature) 01/10/2017

(Date)

G2 CONST.

TRAINING CERTIFICATE

This is to certify that THIEN TRAN

(employee name)

has completed the general safety course "**confined space**" and has been tested on the contents of the course, as required. This training, as well as the associated testing was conducted by

[signature] and was completed on 1/10/2017

(course instructor) (Date)

[signature] 1/10/2017

(course instructor signature) (Date)

G2 CONST.

TRAINING CERTIFICATE

This is to certify that EDWARD ALVARADO

(employee name)

has completed the general safety course "**confined space**" and has been tested on the contents of the course, as required. This training, as well as the associated testing was conducted by

JOHN R. ALVARADO and was completed on 1/10/2017

(course instructor) (Date)

[signature] 1/10/2017

(course instructor signature) (Date)

G2 Const

TRAINING CERTIFICATE

This is to certify that GERARDO TORRES

(employee name)

has completed the general safety course "**confined space**" and has been tested on the contents of the course, as required. This training, as well as the associated testing was conducted by

JOHN R. ALVARADO and was completed on 1/10/2017

(course instructor) (Date)

(course instructor signature) 1/10/2017

(Date)

G2 CONST.

TRAINING CERTIFICATE

This is to certify that Ruben GARCIA

(employee name)

has completed the general safety course "**confined space**" and has been tested on the contents of the course, as required. This training, as well as the associated testing was conducted by

JOHN R. ALVARADO and was completed on 1/10/2017

(course instructor) (Date)

1/10/2017

(course instructor signature) (Date)

RON'S MAINTENANCE

IFECOM

THIS ACKNOWLEDGES THAT Mario Gudino Jr
HAS RECEIVED INSTRUCTION IN:

X "H2S Protection" Course
X "Respiratory Protection" Course
X "Confined Space Entry"

3/11/2016 Date — 3/11/2017 Expiration Date

Instructor

IFECOM

THIS ACKNOWLEDGES THAT Ronnie Norman
HAS RECEIVED INSTRUCTION IN:

X "H2S Protection" Course
X "Respiratory Protection" Course
X "Confined Space Entry"

3/11/2016 Date — 3/11/2017 Expiration Date

Instructor

IFECOM

THIS ACKNOWLEDGES THAT Mario Gudino
HAS RECEIVED INSTRUCTION IN:

X "H2S Protection" Course
X "Respiratory Protection" Course
X "Confined Space Entry"

3/11/2016 Date — 3/11/2017 Expiration Date

Instructor

IFECOM

THIS ACKNOWLEDGES THAT Martin Pineda J.
HAS RECEIVED INSTRUCTION IN:

X "H2S Protection" Course
X "Respiratory Protection" Course
X "Confined Space Entry"

3/11/2016 Date — 3/11/2017 Expiration Date

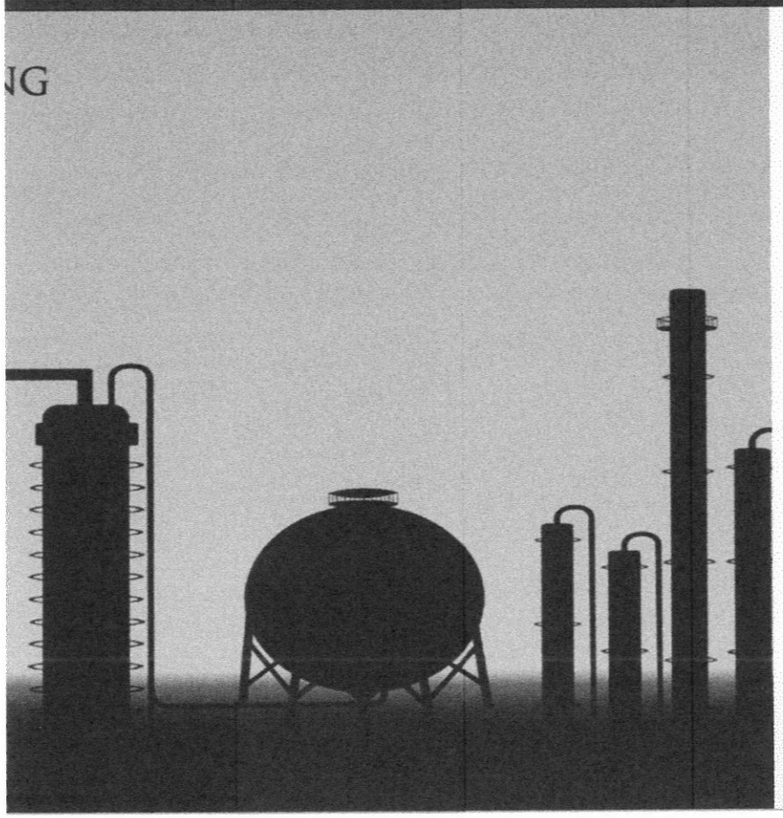
Instructor

https://lifecominc.com/first-aid-cpr-training/

LIFECOM

800-824-5178

HOME ABOUT US RENTAL REPAIR SALES TRAINING SPECIALS CONTACT



Confined Space, Respiratory, H2S

When you have your workers trained, you want the assurance that what they were taught will stand up in court should the content and its ability to meet Cal-OSHA requirements be called into question. LIFECOM has been teaching the SUMMIT TRAINING SOURCE for over twenty years to thousands of satisfied customers. This course is designed to assure that the worker is competent in the use of all equipment required to work safely in the confined. Classes are held at our facility or the customer's place of business.

First Aid – CPR

LIFECOM teaches the MEDIC FIRST AID training program. This program has been approved by the U.S. department of labor, Mine Safety & Health Administration and most other federal and state agencies. Training can be held at our facility or at the customer place of business.



First Aid and CPR Training | *Huntington Beach, CA*

Los Angeles, Long Beach, Carson, Wilmington, Ventura, San Diego, El Segundo and Torrance

NOTICE OF INVITING BIDS
STORM DRAIN CATCH BASIN MAINTENANCE

SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340

PROPOSAL DUE DATE: THURSDAY, FEBRUARY 16, 2017 – 11:00 AM

No.	Company Name	Address	Date and Time Received	Cost
1	United Storm Water, Inc.	14000 E. Valley Blvd. City of Industry, CA 91746-2801	2/16/17 @ 9:53 a.m.	$94,128.48
2	G2 Construction, Inc.	1352 E. Borchard Ave. Santa Ana, CA 92705	2/16/17 @ 10:49 a.m.	$59,466.00
3				
4				
5				
6				
7				
8				

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6

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager
By: Richard Padilla, Assistant City Attorney

Date: April 17, 2017

Subject: Consideration to Approve an Amendment to the City Clerk Employment Agreement

RECOMMENDATION:

It is recommended that the City Council approve an amendment to the City Clerk Employment Agreement (Attachment "A" - Contract No. 1804(a)).

BACKGROUND/ANALYSIS:

Government Code Section 20691(a) provides that a contracting agency, like the City, may pay all or a portion of the normal contributions required to be paid by a member, referred to as Employer Paid Member Contribution (EPMC). Government Code Section 20691(a) further provides that "[w]here the member [(i.e., an employee)] is included in a group or class of employment, the payment shall be for all members in the group or class of employment. Nevertheless, Government Code Section 20691(a), also provides that "[i]f an individual is not part of a group or class, the payment shall be limited to the amount that the board determines is payable to similarly situated members in the closest related group or class…" In this case, the closest group or class in relation to Ms. Chávez is the City's Department Head group.

The City of San Fernando and City Clerk Elena G. Chávez entered into an employment agreement on December 7, 2015 (Agreement). Following execution of the Agreement, however, the California Public Employees Retirement System (CalPERS) advised the City that in order to comply with Government Code Section 20691, the City's payment of Chavez's First Tier CalPERS EPMC would need to be amended so as to match the EPMC paid on behalf of the City's Department Head employees as presently prescribed under Exhibit "A" of Resolution No. 7692 (Attachment "B") approved by the City Council on August 3, 2015. The EPMC paid under Resolution No. 7692 is 6.0% while the EPMC amount paid by the City in Chavez's agreement is 4.0%.

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

Section 4.5 (Amendments) of the Agreement allows the Parties to amend the Agreement provided such amendments are memorialized in the form of a written amendment approved by the San Fernando City Council (City Council) and signed by the Mayor. The attached First Amendment to the Agreement merely conforms Ms. Chávez's contract to CalPERS's requirements under Government Code Section 20691(a).

Also, because the proposed amendment relates to compensation for an executive level employee, this matter is brought before the City Council for approval in open session of its regular meeting of April 17, 2017 as required under Government Code Section 53262 and 54956(b).

BUDGET IMPACT:

There are sufficient funds appropriated in the City's Retirement Tax Fund (Fund 018) to cover the cost of this amendment.

CONCLUSION:

It is recommended that the City Council approve the attached First Amendment to Ms. Chávez's employment agreement with the City and authorize the Mayor to execute the same on behalf of the City. The amendment merely conforms Ms. Chávez's contract to restrictions established under State law.

ATTACHMENTS:

A. Contract No. 1804(a) Draft of First Amendment to the City Clerk Employment Agreement
B. Resolution No. 7692 Establishing the Salary and Benefits for Employees in Classifications Designated as Department Heads

ATTACHMENT "A"

CONTRACT NO. 1804(a)

2017
FIRST AMENDMENT TO CITY CLERK EMPLOYMENT AGREEMENT
(Employee: Elena G. Chávez)

THIS 2017 FIRST AMENDMENT ("Amendment") to that certain agreement entitled "2015 City Clerk Employment Agreement – Employee: Elena G. Chávez" originally executed this ____ day of _____ 2017 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("City") and ELENA G. CHÁVEZ, an individual ("Chávez") is made and entered into this _____ day of _____ 2016 ("Effective Date"). For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both City and Chávez. The capitalized term "Party" may refer to either City or Chávez interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an agreement dated December 7, 2015 and entitled "2015 City Clerk Employment Agreement – Employee: Elena G. Chávez", Contract No. 1804 (hereinafter, the "Master Agreement") (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, Government Code Section 20691(a), provides that contracting agency, like the City, may pay all or a portion of the normal contributions required to be paid by a member; and

WHEREAS, Government Code Section 20691(a) further provides that "[w]here the member [(i.e., an employee)] is included in a group or class of employment, the payment shall be for all members in the group or class of employment; and

WHEREAS, however, Government Code Section 20691(a), also provides that "[i]f an individual is not part of a group or class, the payment shall be limited to the amount that the board determines is payable to similarly situated members in the closest related group or class…"; and

WHEREAS, the closest group or class in relation to Chávez is the City's Department Head group; and

WHEREAS, following the execution of the Master Agreement, the California Public Employees Retirement System ("CalPERS") advised the City that in order to comply with Government Code Section 20691, the City's payment of 4.0% of Chávez's First Tier CalPERS membership would need to be amended so as to match the contribution made to the rest of the City's Department Head employees as presently prescribed under Exhibit "A" of Resolution No. 7692 approved by the City Council on August 3, 2015; and

WHEREAS, Section 4.5 (Amendments) of the Master Agreement allows the Parties to amend the Master Agreement provided such amendments are memorialized in the form of a written amendment approved by the San Fernando City Council ("City Council") and signed by the Mayor; and

WHEREAS, execution of this Amendment was approved in open session at the City Council's regular meeting of _____ 2017 under Agenda Item No. _____ as required under Government Code Section 53262.

PRELIMINARY DRAFT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The text of the first sentence of subsection (B) of Section 2.2 (Retirement/Deferred Compensation) of the Master Agreement is hereby deleted, repealed and replaced with the following text:

> ***The City shall pay for CHÁVEZ's First Tier CalPERS membership at a percentage equivalent to that of the City's department head employee group as specified in Resolution No. 7692 or as the same may later be amended for the entire group by the City Council at a later date.***

This amendment to subsection (B) of Section 2.2 (Retirement/Deferred Compensation) shall be retroactive as of July 1, 2015.

SECTION 2. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 3. The Master Agreement as amended by way of this Amendment constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Employee prior to the execution of this Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the day and year first appearing above.

CITY:

City of San Fernando

By:_____
Sylvia Ballin
Mayor

EMPLOYEE

Elena G. Chávez, an individual:

By:_____
Elena G. Chávez, an individual

PRELIMINARY DRAFT

APPROVED AS TO FORM

By:_____

Name:_____

Title:_____

PRELIMINARY DRAFT

Exhibit A
Master Agreement

PRELIMINARY DRAFT

EXHIBIT "A"
to Contract No. 1804(a)
CONTRACT NO. 1804

2015
CITY CLERK EMPLOYMENT AGREEMENT
(Employee: Elena G. Chávez)

THIS 2015 CITY CLERK EMPLOYMENT AGREEMENT ("Agreement") is made and entered into on this 7th day of December 2015 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and ELENA G. CHAVEZ, an individual ("CHAVEZ"). For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both CITY and CHAVEZ. The capitalized term "Party" may refer to either CITY or CHAVEZ interchangeably and reasonably appropriate.

RECITALS

THIS AGREEMENT is made and entered into in consideration of the following:

WHEREAS, the City Clerk is an appointive officer of the City of San Fernando, established pursuant to California law and appointed by the City Council; and

WHEREAS, the public office of City Clerk is established pursuant to Division 3 (City Clerk) of Article III (Officers and Employees) of Chapter 2 (Administration) of the San Fernando Municipal Code; and

WHEREAS, CHAVEZ represents that she has the requisite specialized skills, training, certifications and experience required to serve as the City Clerk for the City of San Fernando; and

WHEREAS, CHAVEZ desires to accept employment as City Clerk subject to the consideration, terms and conditions set forth under this Agreement; and

WHEREAS, the City Council initially approved this Agreement and the execution of the same in open session at its meeting of November 16, 2015; and

WHEREAS, subsequent to the November 16, 2015 the Parties sought to make certain amendments and clarifying edits to more precisely effectuate the intent of the Parties; and

WHEREAS, the Agreement was re-affirmed, ratified and approved, subject to certain clarifying amendment, by the City Council at its meeting of December 7, 2015; and

WHEREAS, the Parties desire, however, that the Agreements provisions take effect as of November 16, 2015, the date of initial approval.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, CITY and CHAVEZ agree as follows:

SECTION 1. POSITION, TERM, DUTIES

1.1 Employment as City Clerk

This Agreement establishes the terms and conditions of employment of CHAVEZ as City Clerk for the City of San Fernando.

1.2 Duration of Employment

A. CHAVEZ's employment with CITY shall be at-will and CHAVEZ shall, at all times, serve at the pleasure of and at the convenience of the City Council of CITY. This Agreement may be terminated by either Party at any time for convenience subject to the notification and termination provisions prescribed in this Agreement.

B. The foregoing notwithstanding, nothing in this Section shall operate to prohibit, modify or otherwise restrict the City Council's ability to terminate CHAVEZ's employment at any time for cause. Nothing in this section 1 shall prevent, limit, or otherwise interfere with the right of CHAVEZ to voluntarily terminate or resign at any time from her position with the CITY, subject to the notification and termination provisions hereunder.

C. This Agreement shall have a term of five (5) years commencing as of November 16, 2015 ("Term"). For purposes of this Agreement, November 16, 2015 may hereinafter be referred to as the "Effective Date".

1.3 Duties and Responsibilities

A. CHAVEZ shall perform the duties and functions of the City Clerk as specified under the laws of the State of California, the San Fernando Municipal Code, the ordinances and resolutions and policies of the CITY and this Agreement. CHAVEZ shall also perform such other duties and functions as the City Council may assign from time to time.

B. CHAVEZ shall serve as the City Clerk and shall be vested with the powers, duties and responsibilities of the City Clerk as set forth in Division 3 (City Clerk) of Article III (Officers and Employees) of Chapter 2 (Administration) of the San Fernando Municipal Code ("Division 3"), as the same may be repealed, amended, modified or clarified from time to time by the City Council by ordinance or resolution. CHAVEZ shall also perform those tasks and functions set forth under Exhibit A to that certain Resolution No. 7712 approved by the City Council on November 16, 2015 which approves Supplement No. 172 to that certain Position Classification Plan approved on December 12, 1966 by way of City Council Resolution No. 4144. CHAVEZ's performance of her duties shall be subject to the direction and oversight of the City Council. Subject to the terms and conditions of all applicable collective bargaining agreements with the City and all City employment policies and procedures, the City Council by resolution reserves the right to authorize the assignment of permanent and/or temporary staff to Department of the City Clerk and CHAVEZ will be responsible for the day-to-day supervision of such staff.

1.4 Hours of Work

A. The position of City Clerk shall be deemed an exempt position under state and federal wage and hour laws. CHAVEZ's compensation (whether salary or benefits or other allowances) is not based on hours worked and CHAVEZ shall not be entitled to any compensation for overtime.

B. CHAVEZ shall be allowed reasonable flexibility in setting her own office hours, provided: (i) CHAVEZ maintains a reasonably substantial onsite presence at City Hall during

normal CITY business hours which, as of the Effective Date of this Agreement are Monday through Thursday 7:30 am to 5:30 pm and alternating Fridays from 8:00 am to 5:00 pm; and (ii) CHAVEZ is reasonably available to members of the City Council, members of CITY commissions, CITY staff and members of the public transacting business with the Department of the City Clerk on a regular and routine basis that generally conforms to the CITY's normal business hours as the same may be amended from time to time by the City Council.

C. Consistent with subsection B, above, CHAVEZ's work hours may generally conform to the 9/80 work schedule afforded department heads and directors, however, CHAVEZ understands that the duties, demands and responsibilities of the office of City Clerk may from time to time require that she work days and hours that do not strictly conform to the 9/80 schedule generally afforded to other department head level staff and shall be available to discharge the duties and responsibilities of City Clerk at all times as reasonably necessary.

1.5 Regional and Professional Activities

The City Council desires that CHAVEZ be reasonably active in professional organizations that will promote the standing of the CITY and advance the CITY's goals, interests and policy objectives while also providing CHAVEZ with opportunities for the type of professional development that will enhance her ability to serve the CITY and perform her duties as City Clerk. Toward this end, CHAVEZ may, upon reasonable notice and approval by the City Council, join professional organizations and participate in the activities of such organizations insofar as such participation promotes the interests of the CITY and does not unduly interfere with the performance of CHAVEZ's duties as City Clerk. Subject to funding availability as determined by the City Council in its sole and absolute discretion, CITY may pay for the dues and subscriptions of the City Clerk necessary for her participation in national, statewide, regional or professional organizations.

1.6 [Reserved – No Text]

1.7 Conflicts of Interest

CHAVEZ shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. CHAVEZ shall further refrain from developing a financial stake in any commercial venture or partnership with any entity doing business with the CITY where such financial stake would create a violation of Government Code Section 1090. For and during the term of this Agreement and any extension term, CHAVEZ further agrees that except for a personal residence or residential property acquired or held for future use as her personal residence, CHAVEZ will not invest in any other real estate or property improvements within the corporate limits of the CITY without the prior consent of the City Council and subject to the restrictions of all applicable financial conflict of interest laws.

1.8 ICMA Code of Ethics

A. CHAVEZ shall comply with the latest published edition of the written Code of Ethics of the International City/County Management Association ("ICMA"), provided such compliance is not inconsistent with or contrary to the laws of the State of California or the San Fernando Municipal Code.

B. CITY and the City Council agree that neither the City Council nor any of its members will give CHAVEZ any order, direction, or request that would require CHAVEZ to violate the ICMA Code of Ethics, unless such direction or request is authorized by the laws of the State of California or the San Fernando Municipal Code.

1.9 Performance Evaluation

A. Annual performance evaluations are an important way for the City Council and CHAVEZ to ensure effective communications about expectations and performance. The City Council reserves the right, but assumes no obligation, to conduct a job performance evaluation and review of CHAVEZ once each calendar year with the first such evaluation and review occurring no earlier than the first anniversary of the Effective Date.

B. In conducting the review the Parties may, but shall not be required to, use the services of a professional consultant selected by the City Council. The job performance evaluation and review shall serve the following purposes and objectives: (i) to evaluate CHAVEZ's overall job performance over the course of the fiscal year; (ii) to identify areas of notable progress and/or accomplishment and identify ways to sustain and/or improve upon such progress and/or accomplishments; (iii) to identify areas requiring improvement and how such improvement might be accomplished; (iv) to measure CHAVEZ's success in meeting, achieving and/or exceeding City Council-defined goals, objectives, priorities, activities and programs over the fiscal year or since the last performance evaluation and review; (v) to establish goals, objectives, and priorities for the upcoming year; (vi) to determine what, if any, adjustments or enhancement should be considered and approved to CHAVEZ's compensation terms.

C. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 3, below. Nothing in this Section 1 shall be construed to restrict or otherwise limit the ability of the CITY to undertake any other review or investigation of CHAVEZ during the course of a fiscal year which the City Council may deem necessary to address any allegation of unlawful or inappropriate conduct or other wrongdoing.

SECTION 2. BASE COMPENSATION; BENEFITS AND REIMBURSEMENTS

2.1 Salary and Other Monetary Compensation

A. Base Salary. CITY shall pay CHAVEZ an annual base salary of One Hundred and One Thousand, Fifty-Three Dollars ($101,053) per year (hereinafter, the "Base Salary"), subject to deductions for taxes, deferred compensation and other out-of-pocket benefits paid for by CHAVEZ as a CITY department head employee. CITY shall pay CHAVEZ in bi-weekly installments at the same time other employees of CITY are paid. Commencing July 1, 2016 and each July 1st thereafter up to July 1, 2018, the Base Salary shall increase by an amount equal to two percent (2%) of the most recent Base Salary amount.

B. Bilingual Bonus and Longevity Pay. CHAVEZ shall receive a bilingual bonus and longevity pay subject to the same terms and conditions the same are provided to City department heads under City Council Resolution No. 7692 approved August 3, 2015 (hereinafter, "Resolution No. 7692") as the same may be later repealed, amended or modified.

2.2 Retirement/Deferred Compensation

A. CHAVEZ shall receive any and all employee retirement and deferred compensation benefits otherwise accorded CITY's department head employees, consistent with CITY policies, including the CITY policy through the Public Employees Retirement System ("PERS") and applicable law. The PERS formula to be applied to CHAVEZ will be 3% at 60, single highest year compensation retirement calculation which applies to First Tier "Classic" members as referenced under Section 5 (Retirement) of Resolution No. 7692. CHAVEZ shall also be eligible for deferred compensation through voluntary contribution to the 457 Deferred Compensation plan available through the ICMA.

B. Notwithstanding anything set forth under Resolution No. 7692 to the contrary and consistent with City Council Resolution No. 7718 dated December 7, 2015, the City shall continue to pay 4.0% of for CHAVEZ's First Tier CalPERS membership throughout the Term of this Agreement. The City's payments shall be treated as a "pick up" of employee contributions pursuant to IRC 414(h)(2). The City shall continue to report the value of the Employer Paid Member Contribution to CalPERS as compensation earnable on behalf of CHAVEZ, pursuant to Government Code Section 20636(c)(4).

2.3 Annual Leave (Vacation and Sick)

A. Accrual of Annual Leave.

1. For purposes of this Agreement the term "Annual Leave" shall have the same meaning as set forth under Resolution No. 7692 or as the meaning of the term "Annual Leave" may be modified or amended by subsequent resolutions of the City Council that repeal, amend or otherwise modify the term "Annual Leave" as defined under Resolution No. 7692. Except as otherwise provided under this Agreement, commencing upon the Effective Date and throughout the term of this Agreement, CHAVEZ shall accrue Annual Leave in the same amount and in the same manner accrued by the City's Department Head Classification employees as set forth under Resolution No. 7692 or as the package of compensation and other benefits set forth under Resolution No. 7692 may be subsequently repealed, amended or otherwise modified by subsequent City Council resolution. The Parties acknowledge and agree that commencing upon the Effective Date, the above-described Annual Leave shall be given to CHAVEZ in lieu, and not in addition to, vacation leave and sick leave previously allocated to CHAVEZ prior to the Effective Date. Upon the Effective Date CHAVEZ shall cease to accrue vacation leave and sick leave.

2. Subsection 2.3.A.1 of this Agreement notwithstanding, CHAVEZ will not accrue any additional Annual Leave time during any period of time in which CHAVEZ's total bank of accrued but unused Annual Leave equals or exceeds a total of three hundred (300) hours. At such time as CHAVEZ's total bank of accrued but unused Annual Leave falls below 300 hours total, CHAVEZ will resume the accrual of Annual Leave until such newly accrued hours cause CHAVEZ's total bank of accrued but unused Annual Leave to again equal 300 hours.

B. Pre-existing Leave Hours.

1. As of the Effective Date of this Agreement, the Parties acknowledge and agree that CHAVEZ's pre-existing bank of accrued but unused vacation leave hours total 281.80 hours (hereinafter, the "Pre-Existing Vacation Leave Hours"). Upon the Effective Date, CHAVEZ's Pre-Existing Vacation Leave Hours shall be converted to Annual Leave Hours. The conversion

of CHAVEZ's Pre-Existing Vacation Leave Hours to Annual Leave shall count toward the 300 hour cap referenced under subsection 2.3.A.2, above. The conversion of Pre-Existing Vacation Leave Hours to Annual Leave shall be in accordance with Resolution No. 7692 as the same may be subsequently, repealed, amended or otherwise modified.

2. As of the Effective Date of this Agreement, the Parties acknowledge and agree that CHAVEZ's pre-existing bank of accrued but unused sick leave hours total 356.67 hours (hereinafter, "Pre-Existing Sick Leave Hours"). Within thirty (30) calendar days from the Effective Date, CHAVEZ shall sell back and CITY shall purchase, the full value of CHAVEZ's Pre-Existing Sick Leave Hours at a rate reflective of CHAVEZ's base salary prior to the Effective Date of this Agreement.

3. As of the Effective Date of this Agreement, the Parties acknowledge and agree that CHAVEZ's pre-existing bank of accrued but unused comp time hours total 95.68 hours (hereinafter, the "Pre-Existing Comp Time Amount"). Within thirty (30) calendar days from the Effective Date, CHAVEZ shall sell back and CITY shall purchase, the full value of CHAVEZ's Pre-Existing Comp Time Hours at a rate reflective of CHAVEZ's base salary prior to the Effective Date of this Agreement.

4. The Parties acknowledge and agree that upon the Effective Date, CHAVEZ shall cease to accrue additional vacation leave or additional sick leave but shall instead receive Annual Leave as described under subsection A of this Section above. The Parties further acknowledge and agree that upon the Effective Date, CHAVEZ shall cease to accrue any other variety of leave not otherwise expressly provided for under this Agreement.

5. CHAVEZ shall provide both the Mayor and the Vice Mayor with no less than fourteen (14) calendar days prior written notice in the event CHAVEZ intends to take any pre-scheduled time off (e.g., vacation and/or conferences etc.) anticipated to last more than two (2) consecutive CITY work days. A courtesy notice shall also be provided to the City Manager. CHAVEZ shall also use all reasonable efforts to coordinate the scheduling of vacation time off or other pre-scheduled time off with other City Clerk Department staff so as to ensure that routine City Clerk Department operations and duties, including the timely preparation and publication of City Council agendas is not unreasonably disrupted. CHAVEZ shall refrain from taking vacation time office during the thirty-day period immediately preceding and the thirty-day period immediately following any regularly scheduled general municipal election of the City of San Fernando. In so far as the City Council calls a special municipal election, CHAVEZ shall refrain from scheduling any vacation time off during the thirty-day period immediately preceding and the thirty-day period immediately following any such special municipal election but may take vacation time off in so far as such time was scheduled and formally requested by CHAVEZ prior to the calling of the special municipal election.

2.4 Additional Miscellaneous Benefits.

A. Commencing upon the Effective Date, CHAVEZ shall receive the following benefits in the manner prescribed under Resolution No. 7692 as the same may be repealed, amended or otherwise modified in whole or in part by subsequent City Council resolution: (i) Management Leave; (ii) Bereavement Leave; and (iii) Wellness Reimbursement Benefit

2.5 Holidays

CHAVEZ shall receive paid holidays in accordance with CITY's current practices as set forth under Section 6 of Resolution No. 7692 as such practices may be amended or modified from time to time by the CITY by action of the City Council. Paid holidays will be those approved by the CITY by action of the City Council. The CITY currently provides twelve (12) paid holidays per calendar year.

2.6 Medical, Dental and Vision Insurance

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, CHAVEZ shall receive the same employee medical, dental, and vision insurance benefits provided under Section 4 of Exhibit "A" of Resolution No. 7692 as the same may be repealed, amended or otherwise modified by subsequent City Council resolution.

2.7 Bonding

Except as otherwise provided under the City Municipal Code or applicable state law, CITY shall bear the full cost of any fidelity or other bonds required of CHAVEZ under any law or ordinance.

2.8 Cellular Phone Allowance; Other Necessary and Customary Business Equipment and Facilities; Special Electronic Equipment

A. CITY recognizes that CHAVEZ's duties as City Clerk may require extensive use of a cell phone in the ordinary course of performing her duties as City Clerk. Accordingly, CITY shall provide CHAVEZ with a cell phone allowance in the amount of Sixty Dollars ($60.00) per month for the use of CHAVEZ's personal cell phone to conduct CITY business. CITY shall not be responsible for any cellular phone related expenses in excess of the allowance set forth herein nor shall CHAVEZ be entitled to reimbursement for such expenses pursuant to Section 2.9.

B. The CITY shall provide CHAVEZ with other customary and necessary equipment and facilities reasonably required for CHAVEZ to perform her duties and functions as City Clerk such as an office within City Hall, a landline telephone in the City Hall office, a desktop computer, a new laptop computer, business cards, business stationary and the like. All such equipment and facilities made available to CHAVEZ shall at all times remain the property of the CITY and CHAVEZ acknowledges, understands and agrees that she shall have no right of privacy to such equipment or any data or information stored in such equipment or facilities.

C. The City Council reserves the right but does not assume the obligation to provide CHAVEZ at CITY's expense, special electronic communications equipment such as an iPad. All such equipment and facilities made available to CHAVEZ shall at all times remain the property of the CITY, and CHAVEZ acknowledges, understands and agrees that she shall have no right of privacy to such equipment or any data or information stored in such equipment or facilities.

2.9 Reimbursement for Expenses Not Covered by Allowances

Excluding those expenses already covered by the supplemental compensation allowances set forth under Sections 2.7 and 2.8 above, CITY shall reimburse CHAVEZ for

reasonable and necessary travel, subsistence and other business expenses incurred by CHAVEZ in the performance of her duties or in connection with CHAVEZ's participation in those authorized activities referenced under Section 1.3, above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California and any CITY-adopted reimbursement policies as either may be adopted, updated or otherwise amended from time to time by the San Fernando City Council.

2.10 [RESERVED – NO TEXT]

2.11 Term Life Insurance

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, CHAVEZ shall receive any and all term life insurance program benefits otherwise accorded CITY's department head employees, as prescribed as of the Effective Date of this Agreement and as those benefits may be changed from time to time.

2.12 Jury Duty

CHAVEZ will receive full pay and benefits while responding to a jury summons or serving on a jury, up to a maximum of fourteen (14) business days. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.13 Professional Development Conference

CHAVEZ shall be permitted to attend the annual professional development conference for city clerks organized by the California League of Cities and may receive reimbursement for travel, transportation and lodging at such conference in accordance with the City's travel and reimbursement policy as the same may be updated, amended and/or modified from time to time by the City Council.

2.14 Other Benefits

A. Except as otherwise provided or excepted under this Agreement, CHAVEZ shall receive any and all other non-monetary benefits as are customarily provided to all of the CITY's department head employees pursuant to applicable State law, applicable provisions of the San Fernando Municipal Code and other applicable policies, rules and regulations adopted by City Council resolution as polices, rules and regulations may be amended, repealed or otherwise modified from time to time.

B. Subsection A of this Section notwithstanding, CHAVEZ shall not receive a car allowance benefit, including the car allowance benefit referenced under Section 9 (Car Allowance) of Resolution No. 7692.

C. Subsection A of this Section notwithstanding, the 2% Base Salary increases scheduled for July 1, 2016, July 1, 2017 and July 1, 2018 as referenced under Section 2.1 of this Agreement are in lieu of and in place of the schedule of salary increases referenced under Section 2 (Salary) of Resolution No. 7692 and shall not be in addition to such increases.

D. Subsection A of this Section notwithstanding, CHAVEZ shall not receive the Technology Reimbursement referenced under Section 8 of Resolution No. 7692.

SECTION 3. EMPLOYMENT "AT-WILL"; SEPARATION FROM EMPLOYMENT

3.1 Employment with CITY is "at-will"

A. CHAVEZ's employment status with CITY shall be "at-will" and CHAVEZ shall serve at the pleasure of the City Council as provided under Government Code Section 36506. CITY, through the City Council, may at any time terminate CHAVEZ's employment with the CITY with or without cause by majority vote of its full membership (i.e., by no less than three affirmative votes). CHAVEZ acknowledges, understands and agrees that CHAVEZ may not avail herself of any procedures, provisions or protections set forth under the CITY's Employment Policies, as defined herein, insofar as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate CHAVEZ's status as an "at-will" employee of CITY or the ability of the City Council to terminate CHAVEZ's employment at any time for cause or for convenience. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule or other written policy of the CITY as the same may be amended, modified or supplemented from time to time (including but not limited to the San Fernando Municipal Code and any written employment manual of the CITY) which governs, regulates or otherwise relates to employment with the CITY. The CITY's Employment Policies shall not apply to CHAVEZ insofar as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) CHAVEZ's status as an "at-will" employee of CITY.

B. Except as otherwise provided under this Section 3, CHAVEZ shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate CHAVEZ's employment whether for cause or for convenience.

C. Nothing in this Agreement shall confer upon CHAVEZ any right to any property interest in continued employment with the CITY.

3.2 Resignation/Retirement

A. CHAVEZ may resign and/or retire from her employment with the CITY at any time for any reason, provided CHAVEZ provides the City Council with written notice of her intent to so terminate her employment at least forty-five (45) calendar days prior to the effective date of separation.

B. The City Council in its sole and absolute discretion may waive or shorten the 45-day prior written notice requirement provided the request for such waiver is made in writing by CHAVEZ and further provided that the City Council's waiver of the notice requirement is also made in writing.

C. The failure of CHAVEZ to provide the prior written notice required under this Section shall constitute a material breach of this Agreement.

3.3 Separation for Convenience and Without Cause; Severance

A. In the event CHAVEZ is terminated for convenience and without cause by the City Council while CHAVEZ is willing and able to perform the City Clerk's duties under this Agreement, then in that event the CITY agrees to pay CHAVEZ a lump sum cash payment equal to twelve (12) months worth of CHAVEZ's annual Base Salary at the time of separation

[i.e., the prorated value of one months' worth of CHAVEZ's annual Base Salary at the time of separation multiplied by twelve months].

B. CITY shall extend to CHAVEZ the right to continued health insurance as may be required by and pursuant to terms and conditions of this Consolidated Omnibus Reconciliation Act of 1986 ("COBRA"). The CITY agrees to pay CHAVEZ's COBRA coverage for the same number of months for which CHAVEZ is entitled to a lump sum cash payment under Section 3.3(A), or until CHAVEZ either secures and begins full-time employment or obtains other health insurance, whichever of these three events first occurs. CHAVEZ shall notify the CITY within five (5) calendar days of securing new full-time employment or insurance.

C. All payments required under Section 3.3(A) or 3.3(B), above, are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Further, in the event CHAVEZ is convicted of a crime involving an abuse of office or position, CHAVEZ shall reimburse the CITY for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 through 53243.4.

D. The foregoing notwithstanding, CITY shall not exercise its right to terminate CHAVEZ for convenience and without cause during the 120-day period immediately preceding or the 120-day period immediately following any General Municipal Election of the CITY in which two or more City Council seats are subject to an election contest or during the 120-day period immediately preceding or the 120-day period immediately following any Special Municipal Election of the CITY in which two or more City Council seats are subject to an election contest.

3.4 Separation for Cause

A. Notwithstanding the provisions of Section 3.3, above, CHAVEZ may be terminated for cause. As used in this Section, "cause" shall mean any one or more of the following:

(i) Any Breach of this Agreement;

(ii) Conviction (including a plea of no contest) of a felony or any misdemeanor under the Political Reform Act (Government Code Section 81000 et seq.) or Government Code Section 1090;

(iii) Conviction (including a plea of no contest) of any offense constituting an "abuse of office or position" within the meaning of Government Code Section 53243.4;

(iv) Conviction (including a plea of no contest) of a misdemeanor involving a crime of moral turpitude or felony under California law, including but not limited to any conviction under Penal Code Section 424;

(v) Intoxication on duty, whether by alcohol, non-prescription drugs or any controlled substance.

(vi) Repeated and protracted unexcused absences from CHAVEZ's office and duties;

(vii) Fraud or dishonesty in securing her employment, including resume fraud;

(viii) A finding by judicial proceeding that legally prohibited personal acts of sexual harassment against a CITY official or employee or legally prohibited acts of discrimination against a CITY official or employee have occurred;

(ix) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body, or persistent willful violation of properly established rules and procedures; and

(x) Any other action or inaction of CHAVEZ that materially and substantially impedes or disrupts the performance of CITY or its organizational units or is detrimental to employee safety or public safety.

The City Council, in its sole and absolute discretion, may place CHAVEZ on administrative leave with pay until resolution of allegations or charges, including but not limited to criminal charges, brought against CHAVEZ, or until a final judicial or administrative decision finding legally prohibited personal acts of sexual harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee. Prior to terminating this Agreement pursuant to this Section, the City Council shall give CHAVEZ at least ten (10) calendar days prior written notice of the charges. Within the ten-day period, but not earlier than five (5) calendar days after the notice has been given, the City Council shall meet with CHAVEZ in closed session and give CHAVEZ an opportunity to address the City Council regarding the charges. CHAVEZ may have a representative at the closed session with the City Council. After hearing CHAVEZ's response to the charges, the City Council shall make a decision as to whether to terminate this Agreement and shall inform CHAVEZ in writing of its decision. Other than as provided in this subsection, CHAVEZ expressly waives any other form of hearing or appeal of the City Council's decision. Nothing in this subsection creates a property right in employment. Notwithstanding anything contained in this subsection, CHAVEZ remains an at will employee serving at the pleasure of the City Council. The initiation of termination proceedings for cause shall not operate to prohibit or otherwise restrict the City Council from exercising its right to terminate CHAVEZ without cause as provided under Section 3.3 of this Agreement.

B. In the event the CITY terminates CHAVEZ for cause, then the CITY may terminate this Agreement immediately, and CHAVEZ shall be entitled to only the compensation accrued up to the date of termination, payments required under Sections 2 and subsection 3.3 and such other termination benefits and payments as may be required by law. In the event of termination for cause, the City Clerk shall not be entitled to any severance provided for under subsection 3.3, above. The foregoing notwithstanding, CITY may deduct from such payments any reimbursement sums it is owed pursuant to Government Code Sections 53243 through 53243.4.

3.5 Return of City Equipment

CHAVEZ agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by her incident to her employment are the property of CITY and shall be returned promptly to CITY upon termination of CHAVEZ's employment. CHAVEZ's obligations under this subsection shall survive the termination of her employment and the expiration or early termination of this Agreement.

SECTION 4. GENERAL PROVISIONS

4.1 Proprietary Information

"Proprietary Information" means all information and any idea pertaining in any manner to the business of the City Council, the CITY or the CITY's various departments, divisions, committees and commissions, which was produced by CHAVEZ in the course of her employment or otherwise produced to or acquired by CHAVEZ in the course of her employment with the CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information". During her employment by CITY, CHAVEZ shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this Agreement. Following termination, CHAVEZ shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. CHAVEZ's obligations under this Section shall survive the termination of her employment and the expiration of this Agreement.

4.2 Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in CHAVEZ's personnel file. CHAVEZ agrees to notify CITY in writing of any change in her address during her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of San Fernando
117 Macneil Street
San Fernando, California 91340
Attn: Mayor and City Council

City Clerk's Address: [Deliver to last updated address in personnel file]

4.3 Indemnification

A. CITY shall defend, hold harmless and indemnify CHAVEZ against any claim, demand, judgment or action of any type or kind arising within the course and scope of CHAVEZ's employment to the extent required by Government Code Sections 825 and 995.

B. Subsection (A) of this Section notwithstanding, CITY reserves all rights (including all rights to monetary reimbursement) afforded under Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4 and nothing in this Agreement shall be operate or otherwise be construed to place any restriction upon CITY in exercising and/or enforcing such

rights under the foregoing Government Code Sections. In the event CHAVEZ is convicted of an offense constituting an abuse of office or position, CHAVEZ shall reimburse CITY for any sums expended investigating and/or defending such wrongdoing as provided under Government Code Section 53243, 53243.1 and 53243.3. For purposes of this Agreement, the phrase "abuse of office or position" shall have the same meaning as set forth under Government Code Section 53243.4

4.4 Entire Agreement

This Agreement is intended to be the final, complete, and exclusive statement of the terms of CHAVEZ's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of CHAVEZ, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to CHAVEZ and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

4.5 Amendments

This Agreement may not be altered, modified, or amended except in a written document signed by CHAVEZ, approved by the City Council and signed by Mayor.

4.6 Waiver

Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

4.7 Assignment

CHAVEZ shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to CHAVEZ, assign its rights and obligations hereunder.

4.8 Severability

If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

4.9 Attorney's Fees

In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

4.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue property only in Los Angeles County, State of California.

4.11 Interpretation

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

4.12 Acknowledgment

CHAVEZ acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

4.13 Counterparts

The Parties agree that this Agreement may be executed in multiple originals including multiple counterparts, and that each of the counterparts to any original taken together shall constitute one valid and binding agreement between the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and CHAVEZ has signed and executed this Agreement, as of the date first indicated above.

CITY OF SAN FERNANDO

By: _____

Print: Joel Fajardo

Date: December 7, 2015

ELENA G. CHÁVEZ

By: _____
Elena G. Chávez

Date: December 7, 2015

APPROVED AS TO FORM:

By: _____

Name: Richard Padilla

Title: Deputy City Attorney

EXHIBIT "A"

RESOLUTION NO. 7712

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING RESOLUTION NO. 4144, ADOPTED DECEMBER 12, 1966 BY THE ADDITION OF SUPPLEMENT NO. 172 THERETO

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966 and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 172 (Exhibit "A") covering important and essential duties, job-related and essential qualifications for the following position and classification:

CITY CLERK

Supplement No. 172 is hereby adopted and approved as the new official job classification and definition, describing job-related and essential qualifications for the position and classification set forth above. Copies of Supplement No. 172 are now on file in the office of the City Clerk. Said Supplement No. 172 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

SECTION 2: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND APPROVED this 16th day of November, 2015.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 16th day of November, 2015, by the following vote to wit:

AYES: Fajardo, Ballin, Gonzales, Lopez - 4

NOES: None

ABSENT: None

ABSTAIN: Soto - 1

Elena G. Chávez

Elena G. Chávez, City Clerk

EXHIBIT "A"

THE CITY OF SAN FERNANDO

Supplement No. 172
Adopted by Res. No. 7712
Effective: 11/16/2015

CITY CLERK

DEFINITION

Under the direction of the City Council, independently plans and organizes the daily activities of the City Clerk's Department. Has a critical role in service delivery administering Federal, State, and local laws pertaining to the Brown Act, the Public Records Act, campaign finance, and Fair Political Practices Act filings. The City Clerk is responsible for election management and City records management. Traditional legislative support functions include the preparation of agendas and minutes, processes, prepares, records and maintains all City Council legislative actions, safeguards the City Seal, and performs a variety of other administrative duties in support of the City Council.

DISTINGUISHING CHARACTERISTICS

The City Clerk position is "at-will" and a member of the City's executive management team who is responsible for day-to-day operations of the City Clerk's Department.

Incumbents will be required to exercise considerable independent judgment, establish priorities, be detail-oriented, well-organized, a problem solver, well-rounded and have considerable knowledge of the principles and practice of the City Clerk function. S/he must understand and be experienced in the procedures and the preparation of agendas, parliamentary procedure, the Brown Act, have significant knowledge in the laws and regulations governing the election process, municipal budgeting and accounting, practices and techniques of effective supervision in a team environment, time management, ability to investigate and analyze administrative and technical problems, reach practical and logical conclusions and make effective recommendations. S/he must have strong communication and interpersonal skills to effectively interact with City Elected Officials, commissions, community representatives, business organizations, staff and the public.

IMPORTANT AND ESSENTIAL FUNCTIONS

1) Serves as City Elections Official ensuring conformance to Election and Government Codes.
2) Organizes, and manages all aspects of the City's General Municipal and Special Elections including but not limited to the following:

    a. Coordinates, and interfaces closely, with outside agencies such as:
        - California Secretary of State
        - County of Los Angeles Registrar-Recorder/County Clerk

- City of Los Angeles Elections Division
- Election Vendors

b. Processes petitions relating to initiatives, recalls, and referendums.
c. Oversees the preparation, distribution, and receipt of candidate packets.
d. Supervises the nomination verification process for all candidates and incumbents.
e. Informs candidates of their election responsibilities and disclosure requirements.
f. Prepares all resolutions requiring City Council approval and action (before, during, and after election).
g. Coordinates vote by mail ballot processing.
h. Prepares, publishes, and posts all required notices (before, during, and after election).
i. Responds to election questions.
j. Procures all election supplies and equipment.
k. Recruits precinct workers and (after elections) processes payroll.
l. Provides for training of poll workers.
m. Designates and secures polling places.
n. Manages the election material processing operation (order, assemble and distribute materials and supplies for polling locations).
o. Supervises all poll workers and City employees working Election Day and Night.
p. Canvasses and certifies the election results, conducts City Council reorganization, and coordinates the Oath of Office Ceremony.

Other local elections (i.e., State Primary, Presidential):

- Assists with securing polling places, poll worker training, and central ballot counting locations within City boundaries and assist with other election matters deemed necessary.

3) Attends City Council and other meetings, as assigned.
4) Attends and participates in Department Head meetings.
5) Supervises the preparation and distribution of the City Council and Successor Agency agendas (ensures that the agenda packets are compiled, assembled, and distributed to the appropriate officials, interested parties, and can be immediately accessed by the public).
6) Prepares Agenda Forecasts for distribution to Elected Officials and staff.
7) Takes and transcribes the minutes.
8) Administers the City's Conflict of Interest Code regarding Economic Interest Statements of the City Council, City Treasurer, City Attorney, Planning Commission, and all designated employees as required by the State Political Reform Act; and maintains documents and logs as required by law for public inspection.
9) Serves as City's Filing Officer for the Fair Political Practices Commission for campaign statements.
10) Assists staff in complying with requirements imposed by AB1234 Mandatory Ethics Training and maintains updated list.
11) Serves as custodian of the official records and archives of the City including ordinances, resolutions, contracts, minutes, agendas, agreements, encroachments, liens, deeds, easements.
12) Maintains custody of City Seal.

13) Supervises the preparation and distribution of the City's Municipal Code (i.e., attest, publish, index, and codify adopted ordinances).
14) Prepares and processes contracts for Mayor, City Manager, and City Attorney's signature and distributes as necessary.
15) Conducts research and provides necessary documentation in response to inquiries from the public in compliance with the California Public Records Act.
16) Receives bids and officiates at bid openings.
17) Serves as secretary to the Education Commission.
18) Maintains updated roster of all commissions, boards, and committees.
19) Complies with annual requirements of the Maddy Act – Local Appointments List.
20) Files Affidavits of Completion with the County Recorder's Office.
21) Administers oaths of office to various individuals including City officials.
22) Develops policies and procedures for departmental operations; assists in developing short- and long-range planning for departmental activities.
23) Responsible for the City Records Retention Program.

OTHER JOB-RELATED DUTIES

Duties may include, but are not limited to, the following:

1) Participates in the development of the City Clerk's Department and Election budget by preparing documentation, estimating cost increases, submitting budget data for review and tracking expenditures.
2) Supervises City Clerk Department staff and delegates tasks accordingly.
3) Responds to a variety of inquiries and requests for information from employees and City Officials regarding past City Council actions and documents.
4) Publishes legal notices required by the offices of the City Council and City Clerk and may assist City departments regarding publishing notices.
5) Communicates effectively in both oral and written form.
6) Operates office and document imaging equipment including computer hardware and software.
7) Operates computer systems and other common office equipment.
8) Utilizes standard word processing, spreadsheet and database applications.
9) Prepares and composes reports, memoranda, and other documents.
10) May schedule and coordinate tours of City Hall for local schools.
11) Performs related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Modern municipal administrative methods and procedures, organizations and functions; applicable local, State and Federal laws, rules and regulations regarding local government and election operations; purposes, policies and procedures of City Council and municipal commissions, record keeping and management; budget development and administration;

management and supervision practices; and business English usage, spelling, grammar, and punctuation.

Ability to:

Perform legislative duties under stressful circumstances where it is required to observe and enforce deadlines, prepare and analyze complex reports of a general or technical nature, supervise and direct multiple and diverse functions at the same time with attention to accuracy and detail. Effectively interpret and apply policies, laws, rules, regulations and procedures and make appropriate decisions; interact with Elected Officials and members of the community; establish and maintain cooperative relationships with those contacted in the course of work; review organizational and administrative problems and recommend and implement solutions; prepare agendas, minutes, reports and correspondence; prioritize and work independently; exercise independent judgment in the day-to-day operations of the office; understand and speak Spanish (highly desirable).

Experience and Training Guidelines:
A typical way to obtain the knowledge, skills, and abilities would be the following:

Experience:
Three (3) years of progressively responsible work experience in a City Clerk's office including local government elections and supervisory experience is required.

Education:
A bachelor's degree from an accredited college or university in public administration, business administration or related field and/or certification by the International Institute of Municipal Clerks (CMC or MMC) is required.

Special Requirements

Must possess a valid California Class C Driver's License. Must stay current in field, and acquire all necessary training that new technological changes may present.

Physical Requirements

Essential duties require the following physical abilities and environmental conditions: Ability to sit, stand for long periods, walk, kneel, reach, twist, lean, climb and lift supplies/forms, operate a computer keyboard, calculator, and telephone for long periods, and tolerate exposure to vibration, pitch and glare from a computer.

ATTACHMENT "B"

RESOLUTION NO. 7692

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ESTABLISHING THE SALARY AND BENEFITS FOR EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS DEPARTMENT HEADS

WHEREAS, under California State law, the City Council is vested with the authority to designate classifications as being Department Heads; and

WHEREAS, the City Council; has established and designated the following classifications as Department Heads: (1) Deputy City Manager/Director of Public Works; (2) Director of Community Development; (3) Director of Finance; and (4) Director of Recreation and Community Service; and

WHEREAS, the classifications designated as Department Heads of the City of San Fernando are critical to the City's efficient and effective operations, the City Council recognizes the management nature and responsibilities of the positions; and

WHEREAS, the City Council desires to provide competitive benefits to its employees; and

WHEREAS, the terms and conditions of employment for the Department Heads were previously set forth in a Memorandum of Understanding between the City of San Fernando and the Management Bargaining Unit; and

WHEREAS, the City of San Fernando intends to provide adjustments effective the first day of the first pay period beginning after July 1, 2015 to employees in Department Head classifications; and

WHEREAS, the City Council has determined that it is appropriate to provide the same economic adjustments to employees in Department Head classifications that are consistent with negotiated provisions in other recognized bargaining units in the City; and

WHEREAS, the City of San Fernando intends to provide the same or equivalent economic adjustments to employees in Department Head classifications as those negotiated by other recognized bargaining units in the City.

NOW THEREFORE, the City Council of the City of San Fernando, California, hereby resolves to approve the wages, benefits, and terms and conditions of employment for the employees in Department Head classifications as outlined in the attached "Exhibit A":

PASSED, APPROVED, AND ADOPTED this 3rd day of August, 2015.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 3rd day of August, 2015, by the following vote to wit:

AYES: Fajardo, Ballin, Gonzales, Lopez, Soto – 5

NOES: None

ABSENT: None

Elena G. Chávez, City Clerk

EXHIBIT "A"

Upon the City Council's adoption of Resolution 7692, the compensation, benefits plan, and terms and conditions of employment for employees in classifications designated as Department Heads will be as set forth below.

SECTION 1. DEPARTMENT HEAD CLASSIFICATIONS:

- Deputy City Manager/Director of Public Works
- Director of Community Development
- Director of Finance
- Director of Recreation and Community Services

SECTION 2. SALARY:

The base salary for each employee subject to Resolution 7692 shall be adjusted as follows:

- No adjustment to base salary for fiscal year 2015-2016.

- Effective on the first day of the first pay period beginning after July 1, 2016, the employee's base salary shall be increased by one percent (1.0%).

- Effective on the first day of the first pay period beginning after July 1, 2017, the employee's base salary shall be increased by one and one-half percent (1.5%).

- Effective on the first day of the first pay period beginning after July 1, 2018, the employee's base salary shall be increased by two percent (2.0%).

SECTION 3. SPECIAL PAY:

Longevity

Department Heads that have completed 10 years of service from date of hire will receive an additional 3% above the base salary step.

Department Heads that have completed 20 years of service from date of hire will receive a total of 4% over and above the base salary.

Department Heads that have completed 30 years of service from date of hire will receive a total of 5% over and above the base salary.

Department Heads on leave of absence without pay, with the exception of Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

Bilingual Pay

Department Heads will receive bilingual pay in the amount of $100 per month provided he or she has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City.

Acting Pay

Department Heads who, by written assignment, perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive work days. The increased compensation shall be retroactive to the first day of said assignment, and at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

SECTION 4. EMPLOYEE AND RETIREE INSURANCE BENEFITS:

Medical, Dental and Vision Insurance for Active Employees

The City contracts with the California Public Employees' Retirement System (PERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment. The City will contribute the Public Employee's Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as:

1. An enrolled employee and eligible dependents;
2. An enrolled retiree and eligible dependents; and
3. A surviving annuitant.

The City will provide Department Heads with a full flex cafeteria plan in accordance with IRS Code Section 125. Department Heads shall receive a monthly flex dollar allowance to purchase medical, dental and vision benefits offered through the City's insurance plans.

The monthly flex dollar allowance, inclusive of the statutory PEMHCA minimum, shall be:

	January 1, 2016	January 1, 2017	January 1, 2018	January 1, 2019
Employee only:	$750	$765	$780	$795
Employee + 1:	$1,300	$1,325	$1,350	$1,375
Family:	$1,750	$1,785	$1,820	$1,855

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products. After enrolling in a mandatory medical insurance plan, or opting out under the "Opt Out"

provision below, Department Heads have the option to waive the other benefits and have the excess flex dollars converted to taxable income or purchase other supplementary products.

In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code Section 125.

If any bargaining unit negotiates a flex dollar allowance that exceeds the amounts identified above, the City will adjust the flex dollar allowance for Department Heads to match the higher flex dollar amount.

Opt Out

Department Heads may elect to discontinue participation in the PERS Health Plan medical insurance coverage ("Opt Out"). The intent of this provision is to share premium savings that the City will incur as a result of a Department Head canceling City coverage.

Department Heads electing to waive City medical insurance coverage for themselves and all eligible family members must provide proof of coverage through another (non-City) benefit plan (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.

Upon proof of other coverage, Department Heads may elect to waive the City's medical insurance and use the above allotted single-party (Employee only) flex dollars toward other items in the full flex cafeteria plan or convert it to taxable income.

After electing to Opt Out, a Department Head who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations.

For medical insurance plans, when a Department Head is the spouse of another benefited City employee, the affected employees shall have the option of:

a. Each employee may elect a flex dollar amount of a single employee;
b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may opt-out as outlined above.

Medical Insurance for Retirees

Effective upon approval of the necessary Resolution(s) by CalPERS, the City will create a two (2) tier structure for retiree medical insurance. The City will adopt a Resolution to implement a ten (10) year retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893.

1. Retiree Medical Tier I: Department Heads hired on or before June 30, 2015 and retire on or after July 1, 2015:

   If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan is selected by the employee for himself/herself and eligible dependents, except that if the employee chooses the most expensive plan, the employee will be pay the difference in premiums.

2. Retiree Medical Tier II: Department Heads hired on or after July 1, 2015:

   If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum (currently $122 per month for 2015).

Retiree Health Savings Account

For Department Heads that are in Retiree Medical Tier II as described above, the City will contribute $100 per month into a Retiree Medical Trust (RMT) or Retiree Health Savings (RHS) Plan, whichever is designated by the City. An employee may elect to contribute an additional amount to the RMT or RHS, at his or her option. The City will work to implement a RMT or RHS prior to June 30, 2016.

Life Insurance

The City shall provide all Department Heads with a $50,000 Basic Life and AD&D insurance policy at no cost to the employee.

SECTION 5. RETIREMENT:

The City shall provide retirement benefits to eligible employees through the California Public Employees' Retirement System (CalPERS) as follows: The definition of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

First Tier: "Classic" members hired prior to November 12, 2005 will receive the 3% at 60, single highest year compensation retirement calculation.

Second Tier: "Classic" members hired on or after November 12, 2005 will receive the 2% at 55, final 36-month average compensation retirement calculation.

Third Tier: "New" members hired on or after January 1, 2013 will receive the 2% at 62, final 36-month average compensation retirement compensation retirement calculation.

In accordance with the existing contracts with CalPERS, the City shall provide the following retirement benefits to employees:

a. Fourth Level of 1959 Survivor Benefits (Government Code Section 21574).

b. 5% Cost of Living Allowance (COLA) for employees hired on or before November 12, 2005; and 3% COLA for employees hired after November 12, 2005 (Government Code Section 21335).

c. Credit for unused sick leave for employees as per CalPERS guidelines (Government Code Section 20965).

Employer Paid Member Contributions

Effective upon CalPERS' approval of the necessary Resolutions, but not before the payroll period containing July 1, 2015, the City shall pay 6.0% for First Tier CalPERS members and 5.5% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

Effective on the first day of the payroll period containing July 1, 2016, the City shall pay 7.0% for First Tier CalPERS members and 6.5% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

Effective on the first day of the payroll period containing July 1, 2017, and thereafter, the City shall pay 7.5% for First Tier CalPERS members and 7.0% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

The City's payments, above, shall be treated as a "pick up" of employee contributions pursuant to IRC 414(h)(2).

The City shall continue to report the value of the Employer Paid Member Contribution to CalPERS as compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

In accordance with PEPRA, "New" CalPERS members shall pay, by pre-tax payroll deduction, the full employee contribution of 50% of the total normal cost.

SECTION 6. LEAVE BENEFITS:

Management Leave

Management leaves provides a means of compensation for hours worked by exempt employees beyond their normal work schedule. The City shall provide Department Heads with one hundred twenty (120) hours Management Leave per year credited each January 1. Management Leave must be used in the year earned and cannot be carried over from one calendar year to the next. Unused management leave hours will be cashed out in December of each year at the employee's

current rate of pay. At the time of separation, any unused management leave hours will be paid at the employee's current rate of pay.

Annual Leave

Department Heads earn Annual Leave in lieu of vacation and sick leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll to payroll basis prorated in accordance with the following rates.

0 – 4 years of City service: 6.15 hours per pay period (160/year)
5 – 9 years of City service: 7.69 hours per pay period (200/year)
10 or more years of City service: 9.23 hours per pay period (240/year)

Department Heads who have pre-existing sick leave and/or vacation accrual balance shall convert sick leave to annual leave at the rate of one hour of sick leave to 0.5 hours of annual leave; and convert vacation to annual leave at the rate of one hour of vacation to one hour of annual leave.

Department Heads may, at the employee's discretion, accrue up to eight hundred (800) hours of Annual Leave. Upon separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

Holiday Leave

Each Department Head shall be entitled to the following holidays with pay (8 hours per holiday):

(1) New Year's Day
(2) Martin Luther King, Jr. Birthday
(3) President's Day
(4) Cesar Chavez's Birthday
(5) Memorial Day
(6) Independence Day
(7) Labor Day
(8) Veteran's Day
(9) Thanksgiving Day
(10) Day after Thanksgiving
(11) Christmas Day
(12) Floating Holiday

Floating holiday hours are credited each January 1 and must be used before December 30. Unused floating holiday hours are not carried forward.

Bereavement Leave

Department Heads shall be permitted to use up to five (5) days of paid bereavement leave following the death of an immediate family member and one (1) paid day following the death of an extended family member.

For the purposes of this benefit, "Immediate Family" shall mean grandparent, parent, child, sibling, spouse, or registered domestic partner as permitted by California law, or any person living in the household. Proof of residence may be required. "Parent" shall mean biological, foster, or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted, or foster child, stepchild, legal ward or a child of a person who has parent's rights.

For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

The City Manager may authorize additional days of leave for bereavement purposes on an as-needed basis.

SECTION 7. WORK SCHEDULE:

Department Heads shall devote not less than 40 hours per week to assigned duties. It is recognized that Department Heads may need to devote more time outside of normal office hours for the benefit of the City.

SECTION 8. REIMBURSEMENTS:

Tuition Reimbursements

The City shall reimburse Department Heads for pre-approved courses to a maximum of $3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade and commit to continued service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two (2) years.

Wellness Reimbursement

To encourage the health and well-being of employees, the City shall reimburse certain wellness expenses in an amount not to exceed $600 each fiscal year. Employees must request reimbursement using a City approved form and supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year.

The following are reimbursable items under this section:

- Medical examination by the health provider of the employee's choice.
- Membership in a health club or fitness center.

- Other formal wellness programs provided by professionals (e.g. smoking cessation, weight control, nutrition, or similar programs.)
- Reimbursement for employee or eligible dependent medical expenses (deductibles or co-payments) not covered by the employee's health, dental, or vision insurance.
- Reimbursement for medical, vision, and dental insurance premiums in excess of the monthly flex dollar allowance, if applicable.
- Additional contact lenses, prescription glasses, or prescription sunglasses not covered by medical or vision insurance.
- Dental work (included orthodontia) for employee or eligible dependents not covered by medical or dental insurance.
- Registration fees for health classes (e.g. yoga, cross fit, etc.).
- Entrance fees for competitive sporting events (e.g. bicycle or running race, mud run competition, et cetera).

Technology Reimbursement

Department Heads may elect to receive a technology reimbursement of $100/month in lieu of a City issued cell phone. Department Heads that continue to receive a City issued cell phone will not receive the reimbursement.

SECTION 9. CAR ALLOWANCE:

Department Heads will receive a City-provided vehicle or car allowance of $300/month as compensation for attendance at off-site meetings, conferences, professional development, and any other business-related travel. Department Heads receiving a City-provided vehicle or car allowance will not be reimbursed for mileage.

SECTION 10. SEVERANCE PAY:

Department Heads are considered at-will employees and serve at the pleasure of the City Manager. If a Department Head is dismissed or discharged without cause, the City will provide the employee up to three (3) months' severance pay. Severance pay shall be calculated on base salary only, and on years of service with the City at a rate of one (1) month per one (1) year of service. In the event a Department Head is dismissed for cause, the City shall have no obligation to pay severance benefits.

All Department Heads hired before July 1, 2015 will earn one month severance pay upon adoption of this resolution and will earn another month each July 1st thereafter, up to three total months. Department Heads hired on or after July 1, 2015 will earn one month severance pay upon the one-year anniversary of their hire date, and each anniversary thereafter, up to three total months.

After receiving written notice of dismissal from the City, Department Heads may elect to be placed on administrative leave for an amount of time equal to their earned severance pay (i.e. up to three months) instead of receiving a lump-sum payout. The employee must notify the City of their election within three (3) business days of receiving written notice of dismissal.

SECTION 11. EMPLOYMENT CONTRACTS:

The City Manager, with the approval as to form by the City Attorney, may execute a separate employment contract with any Department Head provided the benefits included in the contract do not exceed the benefits listed in this Exhibit. Benefits listed in this Exhibit shall govern unless otherwise provided in the Department Head's employment contract.

SECTION 12. PROVISIONS OF LAW AND SEVERABILITY:

The parties agree that this Resolution is subject to all current and future applicable federal, state, and local laws.

If any article, part, or provision of this Resolution is in conflict with or inconsistent with applicable provisions of federal, state or local law or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision thereof shall be suspended or superseded by such applicable law or regulation, and the remainder of the Resolution shall not be affected thereby.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager
By: Anthony Vairo, Police Chief

Date: April 17, 2017

Subject: Consideration to Approve a Vehicle Donation from the City of Vernon

RECOMMENDATION:

It is recommended that the City Council:

a. Approve the acceptance of a donation of a 2004 Ford Crown Victoria (VIN: 2FAHP71W24X149906) to the San Fernando Police Department from the City of Vernon; and

b. Authorize the Interim City Manager to execute the Deed of Gift and Donation Agreement and Release (Attachment "A" – Contract No. 1851).

BACKGROUND:

1. The San Fernando Police Department Canine Unit utilizes a black and white police vehicle, which is assigned exclusively to the Canine Officer. Currently, the Canine Unit vehicle is out of service, and non-repairable, due to major mechanical issues.

2. On April 4, 2017, the City of Vernon City Council approved the donation of a 2004 Ford Crown Victoria to the San Fernando Police Department.

ANALYSIS:

The City of Vernon's 2004 Ford Crown Victoria is a newly painted black and white police vehicle and is in excellent condition. This vehicle was assigned to the Vernon Police Department and then reassigned to the Vernon Gas and Electric Department. All maintenance services are current and this donated vehicle would be an added vehicle to the San Fernando Police Department fleet and back-up Canine Unit vehicle.

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

This vehicle would be an excellent addition to the San Fernando Police Department fleet at no cost (other than regular maintenance) to the City of San Fernando.

BUDGET IMPACT:

There is no budget impact to the FY 2016-2017 General Fund. The vehicle will be donated and the maintenance cost for the vehicle is approximately $100.00 per year. The current budget will be able to absorb that amount with no additional money added to the FY 2016/17 budget.

Since this is a donated vehicle, it will not be added to the City's Equipment Replacement Fund. Consequently, when the vehicle is ultimately taken out of service, it will not be replaced.

CONCLUSION:

It is recommended that the City Council accept the donation of the 2004 Ford Crown Victoria (VIN: 2FAHP71W24X149906) from the City of Vernon and authorize the Interim City Manager to execute the necessary legal documents.

ATTACHMENTS:

A. Contract No. 1851
B. City of Vernon Staff report

ATTACHMENT "A"
CONTRACT NO. 1851

4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

Deed of Gift

to the City of San Fernando

The City of Vernon (hereafter, "Donor") hereby donates and conveys the physical property described below to the City of San Fernando, subject to the Donation Agreement and Release ("Agreement") attached hereto and incorporated herein by reference, to use, retain or dispose of pursuant to the terms and conditions set forth in the Agreement.

1. **Donor Information:**

Agency Name:	City of Vernon
Agency Address:	4305 Santa Fe Avenue Vernon, CA. 90058
Agency Contact:	Carlos R. Fandino, Jr., City Administrator
Telephone Number:	(323) 583-8811 ext. 228

2. **Description of Property:**

   2004 Ford Crown Victoria, VIN: 2FAHP71W24X149906

CITY OF VERNON

_____ _____

Authorized Donor Representative *Date*
Carlos R. Fandino, Jr., City Administrator

CITY OF SAN FERNANDO

_____ _____

Authorized Donee Representative *Date*
Nick Kimball, Interim City Manager

Donation Agreement and Release

This Donation Agreement and Release ("Agreement"), conveying the 2004 Ford Crown Victoria automobile (the "Property"), is entered into between the City of Vernon ("Donor") and the City of San Fernando ("Donee" and together with Donor, the "Parties") with reference to the following:

Recitals

The City of San Fernando has a shortage of vehicles and can utilize the 2004 Ford Crown Victoria as a resource for transportation for City personnel. Currently, this vehicle is surplus for the City of Vernon and has not been recently utilized for transportation. With this donation, Vernon will relieve its obligation of any maintenance and/or refurbishment costs associated to the vehicle while simultaneously supporting the needs of a local municipality.

Agreement

1. Donor shall convey the Property to Donee as soon as practicable upon approval of this Agreement by the City Council of the City of Vernon (the "City Council") and upon full execution of the Agreement.

2. Conveyance of the Property shall be deemed to have occurred when Donee takes delivery thereof.

3. Donor does not warrant the Property to be fit for any particular purpose, and Donee accepts the Property "as is."

4. Donee may inspect the Property at a time and place agreed upon by the Parties prior to delivery.

5. Upon delivery of the Property, Donor shall not be liable or in any other way responsible for any defects or for failure of the Property to perform its intended purpose. Nor shall Donor be liable or in any other way responsible for any loss, damage, or injury to third parties arising from or caused by defects in the Property or in any part thereof.

6. Donee shall defend, indemnify and hold harmless Donor, its officers, directors, elected officials, agents, employees and attorneys from and against all claims, suits and damages asserted by Donee and/or any third party arising out of or in any way related to the ownership, conveyance or use of the Property.

7. Donee represents that the Property will only be used for the purpose(s) described in the Recital(s) above, unless otherwise agreed to in writing by the Parties.

8. This Agreement shall be interpreted in accordance with the laws of the State of California, without regard to its conflict of laws rules.

9. By its signature below, Donee represents that it is a legal entity authorized to make and enter into contracts and that the signatory is authorized to bind Donee under this Agreement.

In witness whereof, the Parties hereto have executed the Agreement on the dates indicated below.

City of Vernon

By: _____ _____
Carlos R. Fandino, Jr., City Administrator Date

Attest:

_____
Maria E. Ayala, City Clerk

Approved as to form:

_____
Hema Patel, City Attorney

City of San Fernando

By: _____ _____
Nick Kimball, Interim City Manager Date

ATTACHMENT "B"

STAFF REPORT
CITY ADMINISTRATION

DATE: **April 4, 2017**

TO: **Honorable Mayor and City Council**

FROM: **Carlos R. Fandino Jr., City Administrator**
Originator: Diana Figueroa, Administrative Analyst

RE: **Donation of 2004 Ford Crown Victoria to the City of San Fernando**

Recommendation

A. Find that approval of the proposed donation is exempt from California Environmental Quality Act ("CEQA") review because it is an administrative activity that will not result in direct or indirect physical changes in the environment and, therefore, does not constitute a "project" as defined by CEQA Guidelines section 15378; and

B. Authorize the donation of a surplus 2004 Ford Crown Victoria automobile, to be conveyed to the City of San Fernando; and

C. Enter into a donation and release agreement, in substantially the same form as submitted herewith, with the City of San Fernando to use and retain the vehicle as needed by the City of San Fernando.

Background

The City of Vernon has surveyed the vehicles in its possession and identified one automobile as surplus, a 2004 Ford Crown Victoria. This particular vehicle has most recently been used as a crime deterrent at the Malburg Generating Station ("MGS"). As a semi-permanent fixture at the MGS location, the vehicle has not been utilized for transportation purposes in some time.

The City of San Fernando expressed interest in the acquisition of Vernon's surplus vehicle for the purpose of providing general transportation for their municipality. Presently, a shortage of vehicles exists in San Fernando and there is limited funding to purchase new fleet vehicles. San Fernando personnel have an immediate need for such a resource.

With the proposed donation of the auto to the City of San Fernando, the City of Vernon will relieve its obligation of any maintenance and/or refurbishment costs associated to the vehicle.

Additionally, the City will be aiding another municipality and maintaining positive relations with its neighbors in the Southern California region.

Staff recommends that City Council approve the release of Vernon's Ford Crown Victoria vehicle to the City of San Fernando for the reasons set forth within this staff report.

Fiscal Impact

There is no fiscal impact associated with the proposed donation.

Attachment(s)

1. Deed of Gift to the City of San Fernando
2. Donation Agreement and Release between the City of Vernon and the City of San Fernando

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

Date: April 17, 2017

Subject: Update #1: Status of Progress by Vista Del Valle Ad Hoc Committee

RECOMMENDATION:

It is recommended that the City Council receive and file this report.

BACKGROUND:

1. The Vista del Valle Dual Language Academy (VDV) opened in September 2010. The entrance of the school is located at 12441 Bromont Avenue, in the City of Los Angeles (between Maclay Avenue and Brand Boulevard). The southern portion of the school is located in the City of San Fernando, adjacent to Eight Street (between Macneil Street and Brand Boulevard).

2. As part of the school's environmental review process prior to construction, the City provided comments on the proposed project's environmental impact report (EIR) regarding potential traffic and safety impacts in the City of San Fernando. The City's concerns were deemed of no consequence and no mitigation measures were implemented to address the concerns. In the Final EIR for the school project, the executive summary stated:

   "The main access (entrance) for the proposed project would be located off Bromont Avenue. The student drop-off and pick-up loading and unloading zone for passenger cars and buses would be located off Bromont Avenue. Parking would be provided for faculty and visitors. Access to the parking area would be provided off Bromont Avenue. Additionally, a pedestrian and emergency access gate will be provided off Eighth Street."

3. After encountering problems with the Bromont Avenue drop-off location, Los Angeles Unified School District (LAUSD) approached the City about establishing an additional loading/unloading zone on Eighth Street in the City of San Fernando.

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

4. On January 21 and March 18, 2015, the Transportation and Safety Commission discussed LAUSD's request, received public input, and recommended the following for consideration by the City Council:

    a. Initiation of a pilot program to install a loading and unloading zone on Eighth Street between Macneil Street and Brand Boulevard (hereinafter, the Pilot Program);

    b. An initial limited duration of 120-days for the Pilot Program so that the City and the School District could evaluate the effectiveness of the Pilot Program and its impacts;

    c. Loading and unloading to be limited to one hour before the start of the school day and one hour after the end of the school day, Monday through Friday;

    d. Installation of additional signage to notify the public of authorized times for the loading and unloading of passengers;

    e. Outreach to neighborhood residents explaining that the Pilot Program would be reevaluated following the trial period;

    f. Preparation of a report examining the effectiveness of the Pilot Program and any problems associated with the program; and

    g. Improvements to the Bromont Avenue entrance.

5. On July 20, 2015, the City Council approved a Pilot Program for a student loading/unloading zone on Eighth Street (between Macneil Street and Brand Boulevard) over a 120-day period during the Fall 2015 school semester.

6. On February 1, 2016, the City Council completed a review of the Pilot Program and requested that the item be tabled until April 2016 to allow LAUSD to follow-up on several questions related to the Pilot Program.

7. On April 18, 2016, the City Council received a report and presentation from LAUSD responding to questions received on February 1, 2016. Following a discussion, the City Council approved an extension of the Pilot Program through the end of the calendar year and requested a follow-up on outstanding issues at the first meeting of December 2016. The City Council also requested that LAUSD study the possibility of land acquisitions, an assessment of the valet program's success, and other possible solutions and to work in connection with the adjacent Partnerships to Uplift Communities (PUC) School related to these possible solutions.

8. On December 5, 2016, after extensive public comment from VDV parents and students as well as local residents, the City Council received a report and presentation from City staff providing an update on the Pilot Program. After ample discussion by City Councilmembers, the following motion was approved:

    a. Extend the Pilot Program to July 2018 (end of June 2018 or school year) with a potential that the City Council could make a decision as early as July 2017 (if there is no substantial progress or other extenuating circumstances).

    b. By July 2017, staff will provide a "receive and file" report to the City Council to verify that progress that has been made and the status of whether to do an environmental analysis. If there is no substantial good faith progress (i.e., a vendor selected, a contract presented to the City Council for consideration, kickoff meetings and preliminary analysis underway) by this date, then the City Council reserves the right to end the Pilot Program for the upcoming school year.

    c. By January 2018, the environmental analysis is to be completed. The scope of the analysis will be focused on traffic, traffic circulation, and traffic safety, to make sure a program that is conducive to traffic safety can be established. At any time between the time of completion and the end of the school year (i.e., June 2018) the City Council may revisit the issue to decide whether to make a longer term commitment to extend the Pilot Program. However, the program shall not be ended until the school year has completed barring very extenuating circumstances of new information.

    d. The environmental and traffic study should address the needs and concerns of residents living in the given community (and adjacent residents), improvements that could, and should, be made on the Bromont Avenue side and whether those improvements in and of themselves can ameliorate this issue, and that LAUSD bear the cost of the study.

9. On January 17, 2017, the City Council appointed Mayor Sylvia Ballin, Councilmember Joel Fajardo, Transportation Commissioner/San Fernando resident Dee Akemon, and Interim City Manager Nick Kimball to serve as the City's representatives on the VDV Ad Hoc Committee.

10. On February 17, 2017, the Vista Del Valle Ad Hoc Committee ("Committee") held its first meeting at LAUSD Local District Northeast Headquarters to discuss a number of items, including building and fostering positive relationships with the City, LAUSD, residents, and parents, new housing in the VDV service area, communication with the PUC school, scope of a supplemental traffic study, and community outreach.

11. On March 10, 2017, the Committee met at City Hall to discuss a number of items, including a presentation from LAUSD's demographer regarding new housing in the VDV service area

and the impact on enrollment, communication with the PUC school and their participation in the valet program and the modified scope of the traffic study.

ANALYSIS:

The Committee, which has four members appointed by the City and four members appointed by LAUSD, has met twice and made some positive strides toward addressing some of the concerns raised by local residents.

The major action items addressed by the Committee to date are:

- *The impact of new housing in the VDV service area* – On March 10, 2017, Rena Perez, LAUSD's Director of Master Planning and Demographics provided an update on the enrollment projections for VDV based on current development. According to Ms. Perez, there are approximately 70 units currently planned or under development in VDV's service area. Based on historical demographic information, each unit is expected to generate between 0.2 and 0.3 students, equating to approximately 15 – 23 additional students. VDV's current enrollment is 487 students, which includes 87 permit students (i.e., students that do not live in the service area), and maximum enrollment is approximately 525 students. The school population is controlled by limiting the number of permit students that are accepted. If the number of students in the service area increases, the number of permit students accepted can be decreased to maintain a stable student population. Therefore, traffic due to loading/unloading of students is not expected to change based on new housing development in the service area.

- *Communication with the PUC school* – On March 16, 2017, LAUSD Administrator of Operations for Local District Northeast, Mr. Andres Chait, met with PUC Superintendent, Adriana Abich, PUC leadership staff, and parents. During the meeting, Superintendent Abich indicated she would address the parking queue concerns with parents and a parent from PUC offered to volunteer at the valet to assist with traffic flow. Ms. Abich also committed to sending a staff member from PUC to assist at the valet and clarified that the staff does indeed use the Masonic parking lot.

- *Supplemental Traffic Study* – On March 10, 2017, the Committee agreed on a scope of service and traffic engineering consultant for a supplemental traffic study. The last traffic study completed on March 29, 2016 (Attachment "A"), focused on how to implement a loading/unloading zone on Eighth Street; however, it did not study how cars would enter into the loading/unloading zone queue, which seems to be the crux of many of the traffic related issues. In order to move the study forward timely, the Committee agreed to use Linscott, Law & Greenspan, Engineers ("LLG") to conduct the traffic study since they had prepared the initial traffic study related to the valet program. Additionally, LAUSD, who will

be paying for the study, already has LLG under contract and could quickly move forward without a long procurement process. A summary of the scope of the supplemental study, included as Attachment "B," is as follows:

- General Data Collection and Research: Conduct visual observations to document the existing arrival and departure travel patterns of vehicles utilizing the Eighth Street queuing area during the morning (7:30 am to 8:30 am) and afternoon (2:15 pm to 3:30 pm) peak time periods.

- Radar Speed Surveys: In order to address speeding concerns, LLG will conduct a radar spot speed survey at one location (i.e., along Eighth Street in the School vicinity, in both directions) using calibrated radar equipment operated by a certified radar operator as required in the California Vehicle Code.

- Manual Intersection Turning Movement Traffic Counts: Conduct new weekday morning (7:00 am to 9:00 am) and afternoon (2:00 pm to 4:00 pm) manual turning movement counts for the five study intersections identified below. In conjunction with the manual turning movement vehicle counts, a count of pedestrian and bicycle volumes will be collected during the morning and afternoon school peak periods.

  - Eighth Street/Macneil Street
  - Eighth Street/Brand Boulevard
  - Eighth Street/Newton Street
  - Bromont Avenue/Maclay Street
  - Foothill Boulevard/Maclay Street

- Street Segment Traffic Counts: Conduct automatic 24-hour (directional) machine traffic counts for up to two street segments over a typical school weekday condition, so as to be able to obtain current baseline traffic data on a 24-hour basis.

- Lane Utilization and Queuing Observations: During the conduct of the intersection traffic counts, also conduct field observations and document turn lane utilization during the weekday AM and PM school peak hours at the Bromont Avenue/Maclay Street and Foothill Boulevard/Maclay Street intersections to document any existing vehicle queuing issues in the surrounding area.

Next steps:

The traffic study will kick off in late April 2017 and a draft study is expected to be completed by late May 2017/early June 2017. Once completed, the draft study will be presented to the Committee to discuss the study and recommendations to improve traffic flow and queuing for the valet program.

While the traffic study is being completed, the Committee will continue to meet monthly to discuss community outreach and relations with the PUC schools to ensure optimal operation of the valet program during the pilot period.

BUDGET IMPACT:

LAUSD has appropriated $100,000 toward the VDV valet program. The cost of the traffic study is $12,700, leaving $87,300 remaining to conduct additional studies and/or implement recommended measures to improve the safety and traffic conditions related to the student loading/unloading zone on Eighth Street.

CONCLUSION:

The purpose of the Vista Del Valle Ad Hoc Committee is to provide recommendations to the City Council and LAUSD regarding operating procedures and mitigating measures to ensure student safety and efficient traffic flow for a successful and sustainable valet program on Eighth Street.

ATTACHMENTS:

A. Initial Traffic Study related to the VDV Pilot Program (March 29, 2016)
B. Proposal for Supplemental Traffic Study for VDV Pilot Program (March 30, 2017)

ATTACHMENT "A"

To:	Mr. Edward S. Paek LAUSD - Office of Environmental Health & Safety	Date:	March 29, 2016
From:	Clare M. Look-Jaeger, P.E. Chin S. Taing, PTP Linscott, Law & Greenspan, Engineers	LLG Ref:	1-15-4140-1
Subject:	**Revised Traffic Assessment for the 8th Street Pilot Program Loading Zone for Vista Del Valle Dual Language Academy, Cities of Los Angeles and San Fernando**		

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This revised traffic assessment has been prepared by Linscott, Law & Greenspan, Engineers (LLG) to provide an interim review of the pilot program that was recently implemented at the existing Vista del Valle Dual Language Academy ("School"), located at 12441 Bromont Avenue in the City of Los Angeles, California. The report is needed as the pilot program was recently implemented for a period of 120 days (from August 2015 to December 2015) which allowed a secondary pick-up and drop-off loading zone along the westerly property frontage on 8th Street. This memorandum includes a summary of the existing conditions, the usage and effectiveness of the pick-up and drop-off operations with implementation of the pilot program, emergency vehicle access on 8th Street, and recommendations for the formal loading zone along the 8th Street property frontage as it relates to pick-up and drop-off procedures, site access and circulation for the campus. General measures are also recommended for the School as it relates to the Bromont Avenue pick-up/drop-off loading zone and general School policies on notification of overall pick-up and drop-off procedures.

Prior to the implementation of the 8th Street loading zone pilot program, a Traffic Study[1] was conducted in September 2014 by Crown City Engineers, Inc., which evaluated potential traffic impacts at four off-site study intersections surrounding the School due to the usage of the 8th Street loading zone. Inbound and outbound vehicle traffic counts were also conducted at the on-site loading area at the Bromont Avenue entrance but no counts/observations were conducted with regard to any pick-up/drop-off activities on-street. The study also did not include any vehicle queuing observations at the on-site loading area at the Bromont Avenue main entrance.

As mentioned previously, this memorandum focuses on the vehicle queuing observations with respect to the pick-up and drop-off loading operations with implementation of the pilot program. The observations were conducted for both the 8th Street loading zone recently implemented and the main loading zone off of Bromont Avenue.

[1] *Traffic Impact Study for School Drop-off/Pick-up Zone 8th Street between Macneil Street and Brand Boulevard, San Fernando, California*, prepared by Crown city Engineers, Inc., September 8, 2014.

Existing Site Conditions

The existing School campus is developed on a rectangular parcel located at 12441 Bromont Avenue in the City of Los Angeles, California. The westerly portion of the School is located within the City of San Fernando. The existing elementary school is operated by the Los Angeles Unified School District (LAUSD) and has an enrollment of 543 students in Pre-Kindergarten through Grade 5 and 73 faculty/staff members. No anticipated increases to the student enrollment or faculty/staff numbers are expected. The current bell schedule for the School is 8:15 AM to 2:34 PM. The main pick-up/drop-off loading zone is located on-site in the parking lot area located off of Bromont Avenue. As part of the pilot program, an existing "No Parking" red curb zone was converted to a secondary pick-up/drop-off loading zone along the northeast side of 8th Street, between Macneil Street and North Brand Boulevard. This zone is temporarily designated for drop-off/pick-up loading activities before and after school (i.e., between 7:30 AM to 8:30 AM and 2:30 PM to 3:30 PM) during school days only (Mondays through Fridays). Primary pick-up/drop-off loading operations (including bus loading activities) would continue to be accessed via Bromont Avenue.

The School site is generally bounded by Bromont Avenue to the east, an existing charter middle school (i.e., PUC Inspire Charter Academy located at 919 8th Street) to the north, 8th Street to the west, and single family residences to the south. The project site location is shown in ***Figure 1***. Vehicular access to the on-site parking area is provided via an inbound only driveway on Bromont Avenue near the northwest corner of the site and an outbound left-turn only driveway on the south side of Bromont Avenue. The existing campus layout including the loading/parking areas and driveway locations are shown in ***Figure 2***.

Pick-up/Drop-off Loading Observations

Field observations were conducted at the School site loading areas (i.e., on Bromont Avenue and 8th Street) during the morning drop-off peak period (i.e., between 7:30 AM and 8:30 AM) and afternoon pick-up peak period (i.e., between 2:15 PM and 3:30 PM) on three typical mid-week school days (Wednesday, October 7, 2015, Wednesday, November 4, 2015, and Wednesday, December 9, 2015) . During the morning drop-off period, the majority of guardians conducted student drop-off procedures by entering the site via the inbound only driveway on Bromont Avenue. For the 8th Street pick-up/drop off loading zone, temporary cones and signage were placed on 8th Street in order to separate northbound vehicles entering the loading zone and other northbound through vehicles on 8th Street. Some guardians utilized the loading zone while others were observed to drop-off students along Macneil Street and the west side (southbound direction) of 8th Street. Those students who were dropped-off on Macneil Street or via southbound 8th Street were then observed to walk along and cross Macneil Street and/or 8th Street to enter the School campus via the 8th Street gated pedestrian entrance. It was also observed that the single safety valet at the Macneil Street/8th Street location was initially stationed near the School's

gated pedestrian access on 8th Street to assist in the processing of vehicles within and approaching the 8th Street loading zone. The safety valet was also observed to occasionally leave the 8th Street loading zone area in order to assist children that needed to cross Macneil Street and 8th Street, especially when more children were dropped off on Macneil Street.

Morning Drop-Off Unloading Observations and Maximum Vehicle Queues

As the entrance driveway to the PUC Inspire Charter Academy loading area is located immediately north of the 8th Street loading zone and entrance gate, it was observed that the morning drop-off activities for the two schools overlapped for an approximately 30-minute time period (i.e., between 7:45 AM and 8:15 AM). Some vehicles associated with the PUC Inspire Charter Academy were observed to block the intersection while entering their on-site pick-up/drop-off zone and others entered the 8th Street drop-off zone to turn into the driveway located just north of the School entrance gate on 8th Street (i.e., the 8th Street loading zone was being utilized by both schools). A School staff member arrived after to assist the safety valet with unloading activities on 8th Street. The maximum vehicle queues observed during the morning peak drop-off periods for each of the three observation days are summarized below:

- October 7, 2015
  - 8th St. Secondary Loading Zone – 4 vehicles
  - Bromont Ave. Main Loading Zone – 17 vehicles (12 on-site, 5 on-street)

- November 4, 2015
  - 8th St. Secondary Loading Zone – 3 vehicles
  - Bromont Ave. Main Loading Zone – 25 vehicles (13 on-site, 12 on-street)

- December 9, 2015
  - 8th St. Secondary Loading Zone – 7 vehicles
  - Bromont Ave. Main Loading Zone – 17 vehicles (12 on-site, 5 on-street)

During the three days of morning drop-off observations, the maximum vehicle queue observed was seven (7) vehicles in the 8th Street loading zone and up to 25 vehicles for the Bromont Avenue loading area (i.e., 13 vehicles on-site in the loading area and 12 vehicles on-street). The maximum vehicle queues observed for the 8th Street loading zone were observed to be accommodated within the designated 8th Street secondary loading zone during the morning drop-off unloading period.

Afternoon Pick-Up Loading Observations and Maximum Vehicle Queues

Afternoon pick-up procedures were also observed for the same three weekdays for both the main loading area on Bromont Avenue and the proposed secondary loading zone on 8th Street. For the pick-up operations on 8th Street, it was observed that the majority of guardians would park their vehicle/s along 8th Street, Macneil Street, and Brand Boulevard, and walk to the 8th Street gated pedestrian access to meet and pick-up their child inside the School grounds. The maximum vehicle queues observed during the afternoon peak pick-up periods for each of the three observation days are summarized below:

- October 7, 2015
  - 8th St. Secondary Loading Zone – 3 vehicles
  - Bromont Ave. Main Loading Zone – 29 vehicles (16 on-site, 13 on-street)

- November 4, 2015
  - 8th St. Secondary Loading Zone – 6 vehicles
  - Bromont Ave. Main Loading Zone – 29 vehicles (13 on-site, 16 on-street)

- December 9, 2015
  - 8th St. Secondary Loading Zone – 7 vehicles
  - Bromont Ave. Main Loading Zone – 23 vehicles (9 on-site, 14 on-street)

During the three days of afternoon pick-up observations, the maximum vehicle queue observed was seven (7) vehicles in the 8th Street loading zone and 29 vehicles for the Bromont Avenue loading area (i.e., 16 vehicles on-site in the loading area and 13 vehicles on-street, or 13 vehicles on-site and 16 vehicles on-street). The maximum vehicle queues observed for the 8th Street loading zone were observed to be accommodated within the designated 8th Street secondary loading zone during the afternoon pick-up loading period. No overlap with the adjacent charter middle school was observed to occur during the afternoon pick-up time period.

During an approximately ten-minute afternoon peak period (i.e., between roughly 2:38 PM and 2:48 PM), vehicle queuing was observed to extend to the signalized intersection at Maclay Avenue, where it was observed that at least 13 vehicles queued along Bromont Avenue while waiting to enter the School's on-site loading area. One safety valet volunteer was observed within the School's Bromont Avenue loading/parking lot area and no safety valet(s) was/were stationed directly at the entrance driveway or exit driveway on Bromont Avenue. Guardians who arrived early were observed to park on Bromont Avenue and Brand Boulevard.

Emergency Access

Field measurements were also conducted in order to verify existing signage, traffic control and pavement widths associated with 8th Street in the project vicinity. 8th Street has a pavement width that varies between 35 to 36 feet from Maclay Avenue to Brand Boulevard. The roadway is sufficient width to allow large vehicles (i.e., fire engine type trucks) to access the area. The nearest fire station to the School campus is Los Angeles Fire Station #98 (Pacoima), located at 13035 Van Nuys Boulevard. The first response teams will utilize Van Nuys Boulevard, Glenoaks Boulevard, Maclay Avenue, and/or 8th Street as well as other fire access roads in order to respond to an incident along the 8th Street project frontage. ***Figure 3*** illustrates the emergency vehicle access along the 8th Street project frontage.

As required by the California Vehicle Code (Section 21806, authorized Emergency Vehicles), motorists are required to pull to the right side of the roadway and stop to allow an emergency vehicle to pass. If required, drivers of emergency vehicles are trained to utilize center turn lanes, or travel in opposing through lanes to pass through and traverse crowded or tight areas. Thus, the respect entitled to emergency vehicles and driver training allow emergency vehicles to negotiate typical as well as atypical street conditions in urban and rural areas.

Recommendations for Secondary Pick-up/Drop-off Loading Zone on 8th Street

Based on LLG's review of the current pick-up/drop-off activities associated with both the usage of the temporary pick-up/drop-off loading zone on 8th Street and the Bromont Avenue main entrance for the School, the following series of recommendations are proposed for consideration by School personnel and are also shown in ***Figure 4***:

i. The School should institute a "Safety Valet" program of parent volunteers or assign individuals to help in the loading and unloading of students to/from personal vehicles at the secondary loading zone along 8th Street. Details regarding the training and procedures for the "Safety Valet" program are attached to this memorandum (refer to ***Attachment A***). The lane shall be coned off, marking the appropriate area for guardians to drop-off/pick-up students without leaving the vehicle. The safety valet shall direct traffic to pull up to the front of the loading zone before opening car doors for students. This should result in a more continuous traffic flow and efficient vehicle processing, which should in turn reduce the potential for any vehicle queuing outside of the designated loading zone area during the hours of 7:30 AM to 8:30 AM and 2:30 PM to 3:30 PM.

ii. LLG initially recommended that one crossing guard be stationed at the 8th Street/Macneil Street intersection since a safety valet was observed to be present primarily for the oversight of drop-off activities along the 8th Street

loading zone and not to assist with any pedestrian crossings. A supplemental review was prepared (refer to ***Attachment B***) to determine if the 8th Street/Macneil Street intersection will meet the minimum requirements for the installation of a crossing guard at all times during the morning and afternoon peak time periods (i.e., 7:30 AM to 8:30 AM and 2:30 PM to 3:30 PM). Based on recent vehicular and pedestrian traffic counts conducted, the 8th Street/Macneil Street intersection currently does not meet the criteria for the crossing guard request during the morning and afternoon peak hours in accordance with the current guidelines used by the City of Los Angeles Department of Transportation and the County of Los Angeles Department of Public Works.

iii. The existing crosswalks at the all-way stop-sign controlled intersection of 8th Street and Macneil Street could be improved to provide greater visibility to both motorists and pedestrians. It is recommended that continental crosswalks be installed for the west and south legs of the 8th Street/Macneil Street intersection and that consideration be given to the removal of the existing crosswalk across the north leg of this "T" intersection. The removal of the crosswalk across the north leg of the intersection would better consolidate crossings and allow for improved traffic flow into the PUC Inspire Charter Academy parking lot. As part of this proposal, it is recommended that a new "Stop" limit line be installed and that "No Ped X-ing" signs be installed facing both eastbound and westbound directions at the prior existing crosswalk location.

iv. In order to separate northbound and southbound traffic on 8th Street, it is recommended that double yellow striping be installed on 8th Street for one block north and south of Macneil Street.

v. Similar to other schools within the City of San Fernando, it is recommended that the existing red curb along the property frontage on 8th Street be removed and that appropriate signage be installed to designate this area as a formal pick-up/drop-off loading zone for the School. The passenger loading area sign would allow loading activities during the morning and afternoon peak time periods (i.e., 6:30 AM to 9:00 AM, and 1:30 PM to 4:00 PM) for school days only. Time-restricted two-hour parking would be permitted during the off-peak loading time periods between 9:00 AM to 1:30 PM during school days.

vi. Based on the observed overlap of morning peak drop-off operations between the School and the adjacent PUC Inspire Charter Academy, the School should review the current bell schedule (i.e., between 8:15 and 2:34 PM) and coordinate with the adjacent charter middle school to explore the possibility of creating a greater gap between the bell schedules for the two schools. For example, the PUC Inspire Charter Academy could adjust the start time by five to ten minutes (earlier) to further stagger the peak arrival times for the two

schools. In doing so, both schools could also review the afternoon dismissal time period such that a greater time separation during the morning time period does not create a secondary overlap impact during the afternoon pick-up activities. Based on the current field observations, the afternoon pick-up activities associated with both schools do not overlap with one another.

vii. As an alternative, should the staggering/adjustment of bell schedules be infeasible, the secondary pick-up/drop-off loading zone on 8th Street could also be utilized by both the School and the adjacent charter middle school to minimize the observed turning movement conflicts between vehicles turning into (i.e., entering) the charter middle school driveway and those vehicles leaving (i.e., exiting) the 8th Street loading zone. While colored placards placed on the dashboard would differentiate between the two schools and would allow the safety valet to either direct the vehicles to enter the middle school driveway or conduct the drop-off activities curbside along 8th Street for the School, it is recognized that this may not be feasible given the required coordination with and approval from the adjacent school as well as funding constraints/difficulties.

viii. School operated buses which transport students to and/or from School, shall continue to load and unload students within School property and not on any adjoining streets (i.e., along 8th Street or Bromont Avenue).

ix. The School shall install a wheelchair ramp near the existing gated pedestrian access on 8th Street, which is currently accessible only via stairs. The installation of the wheelchair ramp will provide handicap accessibility for this gated entry/exit, as required for compliance with the Americans with Disability Act (ADA) requirements.

Recommendations on General Campus Traffic Procedures

It was observed during the morning and afternoon school peak periods that some of the safety valets were not wearing safety gear while standing within the 8th Street right-of-way or the on-site loading/parking lot area off of Bromont Avenue. Therefore, it is recommended that safety valets wear safety gear including reflective vests at all times when performing safety valet duties at the campus, as stated in the District's Safety Valet Program.

For the Bromont Avenue side, the safety valet was stationed too far internal to the site and thus was not able to identify the student name within ample time to allow for student assembly and pick-up prior to the guardian's arrival at the designated pick-up location. Thus, no safety valet was observed on Bromont Avenue to assist with the processing of vehicles approaching the School. While not under the implementation of the Safety Valet program, at a minimum it is recommended that an additional safety valet be stationed at the Bromont Avenue entrance driveway while an

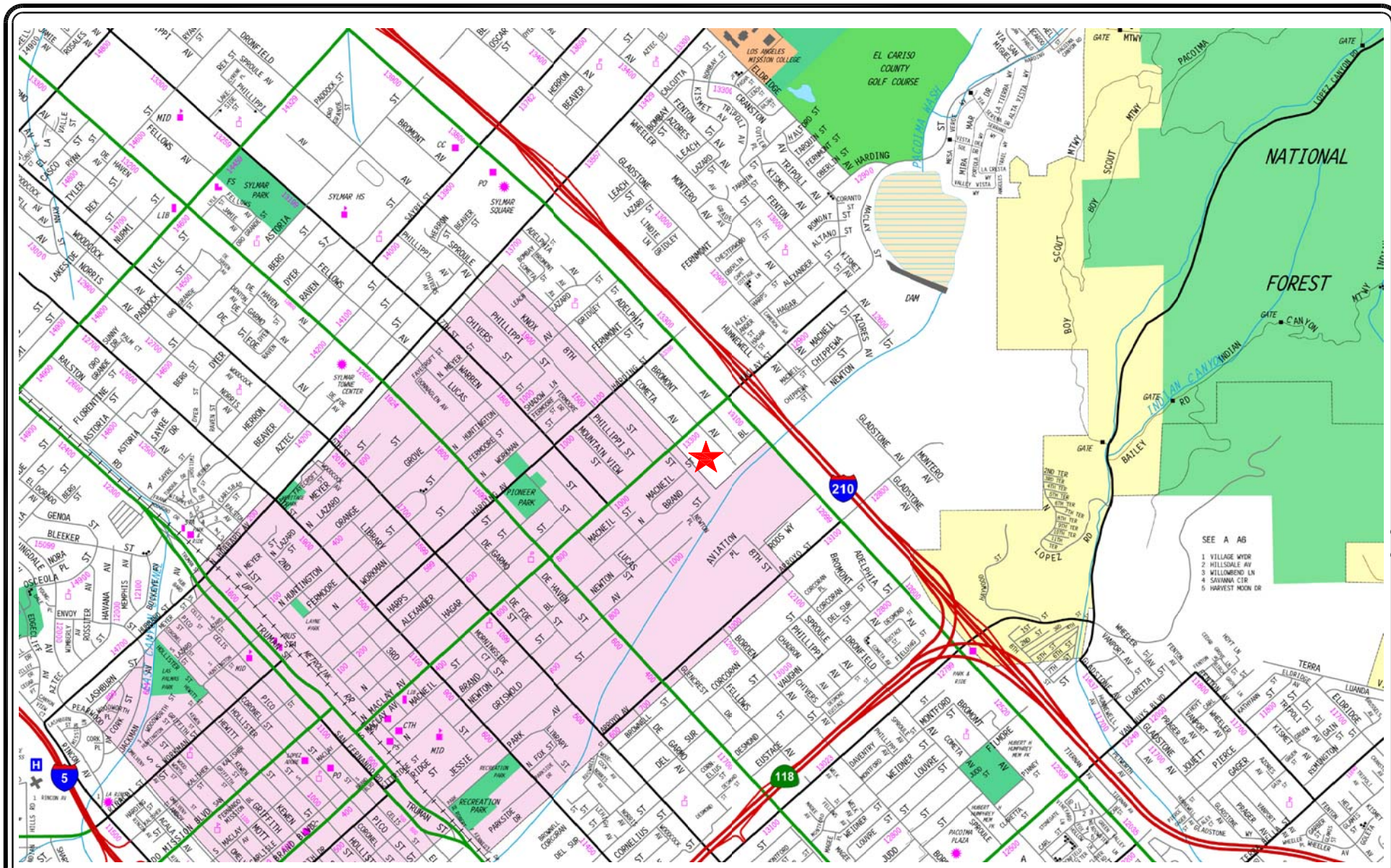
additional safety valet be positioned on-site within the immediate vicinity of the pick-up/drop-off zone given the number of vehicles being processed within the School grounds for the Bromont Avenue main entrance.

It is also recommended that the student drop-off/pick-up operations be included in the School Policies for parent/guardian distribution at the beginning of each school year during the student enrollment period. The School's policy would include general traffic procedures for the campus, a summary of the drop-off and pick-up procedures, reminders on School policies for off-campus traffic circulation and parking, as well as provisions for being a good neighbor to local residents living near the School campus. These School policies are communicated to faculty, staff, students and parents/guardians at the beginning of the school year and are reinforced throughout the school year in the School's newsletter that is distributed throughout the School community, as well as to every resident located within a 500-foot radius of the campus.

It is also recommended that a School official (i.e., the School Principal or Principal's designee) along with their respective contact information, including telephone number, be published in the School's newsletter as well as posted on the School's website so that if the community has questions or comments regarding school-related traffic and parking issues, there is one clearly identified contact person. This School official would be referred to as the School's traffic and parking ombudsman and would be responsible for proactively addressing questions, comments and complaints from the School community and local residents. It is expected that the School's traffic and parking ombudsman would be very familiar with all policies and procedures regarding traffic and parking operations at the campus, as well as any special events planned to be held at the campus.

Please feel free to call us at 626.796.2322 with any questions and comments.

c: File



MAP SOURCE: RAND MCNALLY & COMPANY

PROJECT SITE

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NOT TO SCALE

FIGURE 1
VICINITY MAP

LINSCOTT, LAW & GREENSPAN, engineers

VISTA DEL VALLE DUAL LANGUAGE ACADEMY PROJECT

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04/17/2017 CC Meeting Agenda



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SOURCE: WLC ARCHITECTS

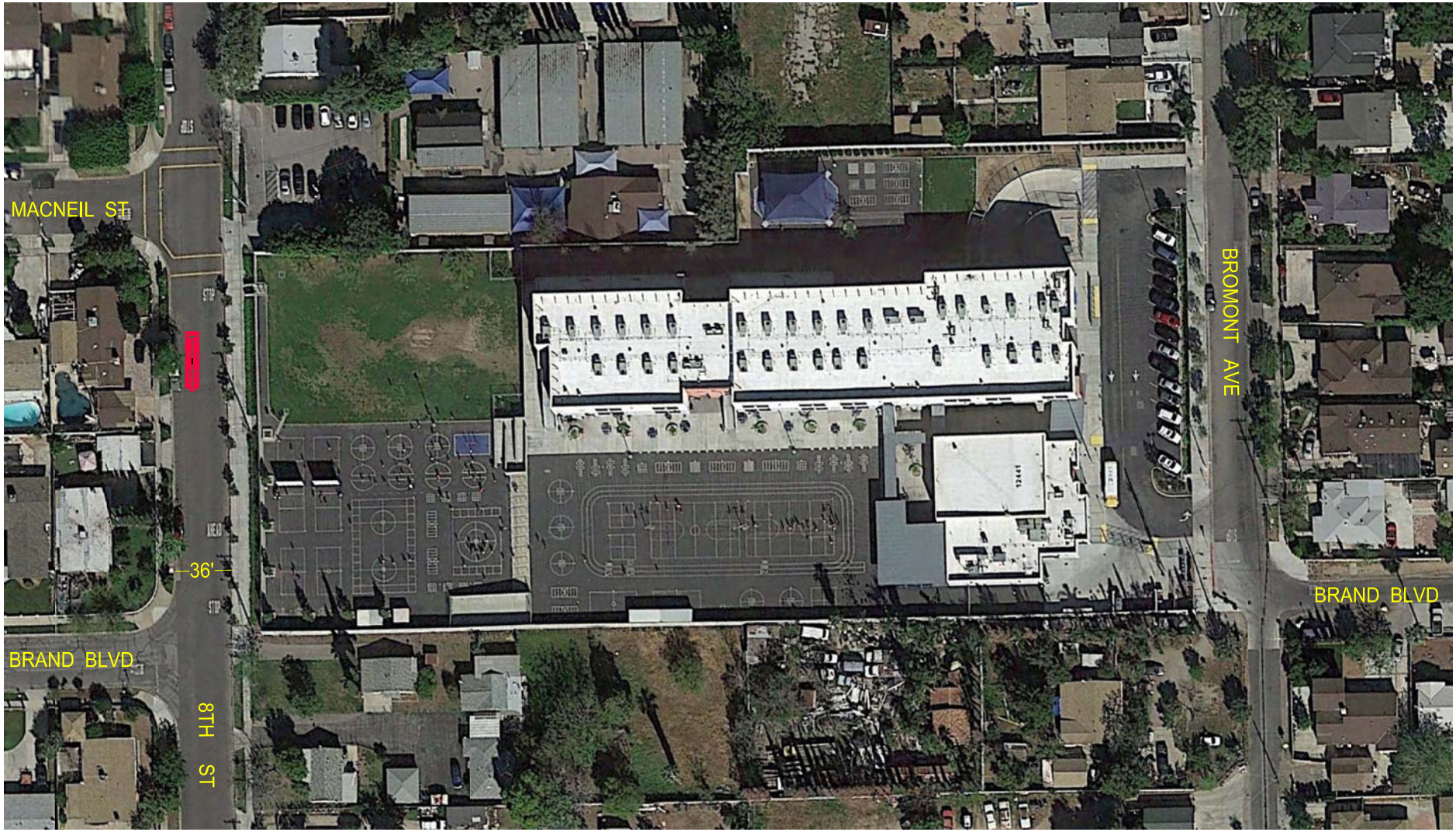
FIGURE 2
EXISTING CAMPUS PLAN

LINSCOTT, LAW & GREENSPAN, engineers

VISTA DEL VALLE DUAL LANGUAGE ACADEMY PROJECT

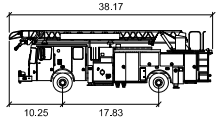
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04/17/2017 GC Meeting Agenda



MAP SOURCE: GOOGLE EARTH

NOT TO SCALE



Smeal Aerial RM 75ft

	feet
Width	: 8.33
Track	: 7.92
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

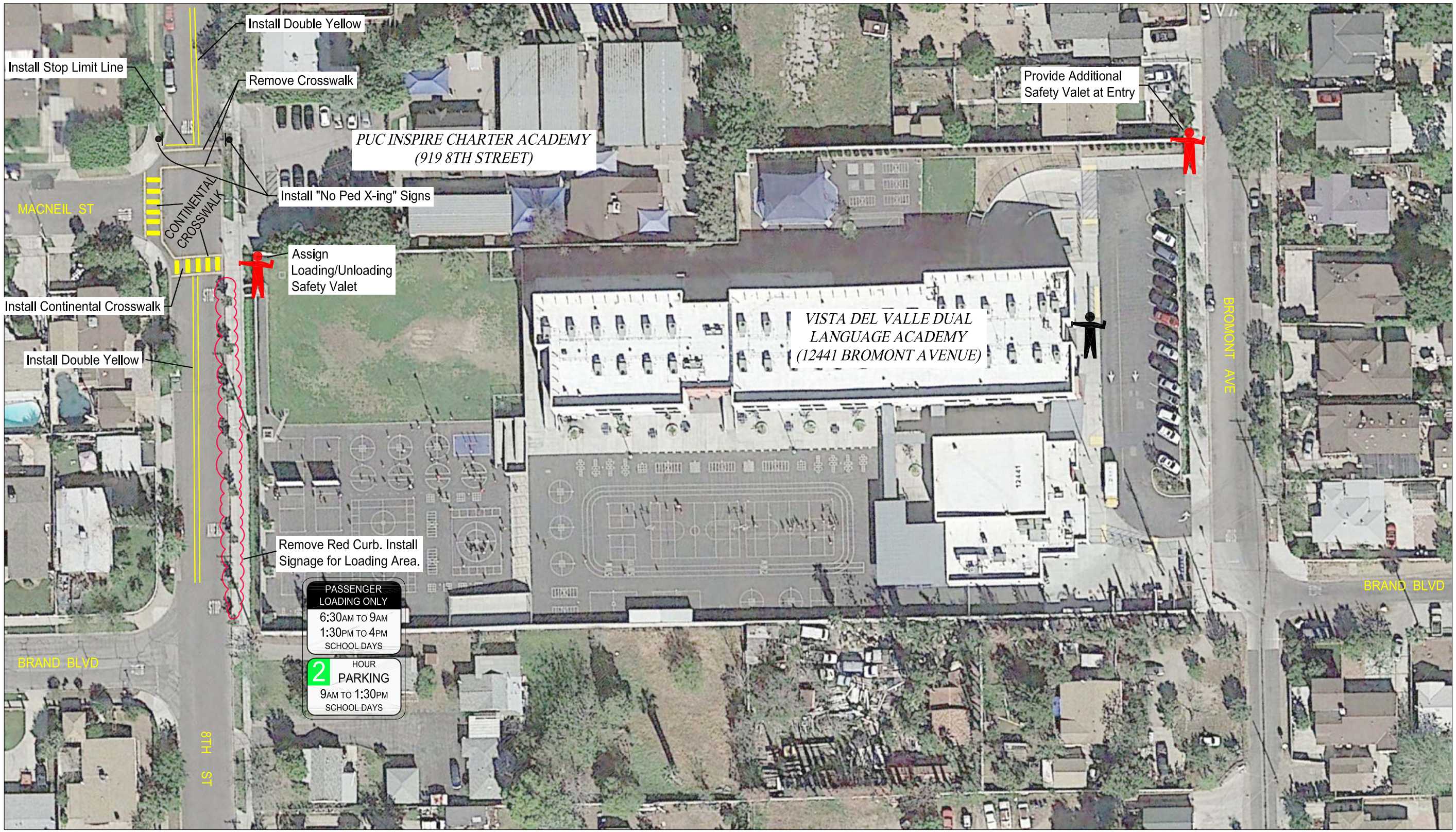
FIGURE 3
EMERGENCY ACCESS ON 8TH STREET

LINSCOTT, LAW & GREENSPAN, engineers

VISTA DEL VALLE DUAL LANGUAGE ACADEMY PROJECT

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04/17/2017 CC Meeting Agenda



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MAP SOURCE: GOOGLE EARTH

NOT TO SCALE

LINSCOTT, LAW & GREENSPAN, engineers

FIGURE 4
PROPOSED RECOMMENDATIONS FOR LOADING OPERATIONS

VISTA DEL VALLE DUAL LANGUAGE ACADEMY PROJECT

ATTACHMENT A

SAFETY VALET PROGRAM

Safety Valet Program

TRAINING

Safety Valet Program - History

- The Los Angeles Police Department (LAPD) initiated the Safety Valet Program when an investigation of community complaints at or around elementary schools revealed the need for crossing guards or traffic controls.
- LAPD partnered with other City departments and created a volunteer-based school drop off program to reduce traffic congestion and accidents.
- The City of Los Angeles previously administered and provided funding to support the program, but is no longer involved due to budget constraints.
- The Office of Environmental Health and Safety (OEHS) is now coordinating the program with the assistance of the Los Angeles School Police Department (LASPD) who conduct on-site training prior to program implementation.

Safety Valet Program – About

- The Safety Valet improves the safety of students who are dropped off for school by providing a more fluid movement of vehicular traffic.
- The program is designed so parents will not have to park or exit their vehicle when dropping off their children in the morning for school.
- Ensures children enter school grounds without traffic related injury or incident.
- Volunteers will:
  - Open car doors.
  - Greet children.
  - Direct drivers to pull forward after each child has safely exited the vehicle.
  - Encourage continuous flow of traffic in and around the Safety Valet drop off area.

Safety Valet Volunteer Duties

1. Stay focused.
2. Act professionally.
3. Demonstrate good behavior.
4. Arrive on time.
5. Place safety equipment (traffic cones and signs) at designated locations.
6. Wear a vest at all times.
7. Stay on the curb at all times.
8. Wait for cars to come to a complete stop.
9. Make eye contact with the driver to gain approval to open the car door.

Safety Valet Volunteer Duties

10. Open the car door with a smile and greet the driver and students.
11. Help students exit through the passenger's side of the car only.
12. Assist the students out of the car and help them with their backpacks.
13. Tell drivers to "have a nice day".
14. Close the doors gently and securely.

Traffic Safety – DON'Ts

- **DON'T** – double park and allow your child(s) to exit the vehicle. This is very unsafe!
- **DON'T** – allow your child to exit your vehicle to cross in the middle of the oncoming traffic.
- **DON'T** – park your vehicle in the surrounding neighbor's driveway.
- **DON'T** – park on the corner of the street, at a stop sign, or in a red zone to unload/load your child(s).
- **DON'T** – make U-turns in any designated school zone.
- **DON'T** – park and leave your vehicle unattended in designated Passenger Loading Zone. This is a violation and is subject to a parking citation. Under no circumstances are you to park in areas designated Bus Zone (this area is also subject to a parking violation).



Reflective Sign "Safety Valet Enter Here"

Reflective Sign "Stop and Drop Here"

Safety Vest Orange w/Reflective stripes 5 per package

Utility Cart 6 Cubic Feet Capacity

18" Traffic Cone Orange & Black Base (15)

48" Grabber Traffic Cone (2)


Westport Heights
Elementary School
WED KRANTZ SPRING
PORTRAITS
THU VALET TRAINING 8:30
SCHOOL
DROP-OFF
AND
PICK-UP
ONLY
STOP
HERE
DROP-OFF
AND
PICK-UP
STOP


OEHS
LOS ANGELES SCHOOL POLICE DEPARTMENT
STOP
PLEASE PULL FORWARD
SCHOOL DROP-OFF AND PICK-UP ONLY


Westport Heights
Elementary School
WED KRANTZ SPRING
PORTRAITS
THU VALET TRAINING 8:30
PLEASE
PULL
FORWARD
SCHOOL
DROP-OFF
AND
PICK-UP
ONLY


SCHOOL
DROP-OFF
AND
PICK-UP
ONLY
4YWJ844
STOP
HERE


NO PARKING
10AM TO 12NOON
TUESDAY
STREET CLEANING
TOW-AWAY
NO STOPPING
7 TO 5
SCHOOL DAYS
SCHOOL BUSES EXCEPTED
TO RECOVER IMPOUNDED VEHICLE CALL (818) 904-1419
MAR 3 2009


10AM TO 12NOON
WEDNESDAY
STREET CLEANING
PASSENGER
LOADING ONLY
6:30 AM TO 9 AM
1:30 PM TO 4 PM
5 MINUTE LIMIT
SCHOOL DAYS
2 HOUR
PARKING
9 AM TO 1:30 PM
SCHOOL DAYS
PROPERTY OF CITY OF LOS ANGELES
2558
MAR 3 2009
EARLY EDUCATION CENTER


NO PARKING
10AM TO 12NOON
TUESDAY
STREET CLEANING
15 MIN PARKING
7AM-5PM
SCHOOL DAYS
MAR 3 2009

ATTACHMENT B

SUPPLEMENTAL MEMORANDUM FOR CROSSING GUARD REQUEST

LINSCOTT LAW & GREENSPAN engineers

Engineers & Planners
Traffic
Transportation
Parking

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Pasadena
Irvine
San Diego
Woodland Hills

To:	Mr. Edward S. Paek Ms. Gwenn Godek LAUSD - Office of Environmental Health & Safety	Date:	March 9, 2016
From:	Clare M. Look-Jaeger, P.E. Chin S. Taing, PTP Linscott, Law & Greenspan, Engineers	LLG Ref:	1-15-4140-1
Subject:	**Supplemental Traffic Count for 8th Street/Macneil Street, Vista Del Valle Dual Language Academy, Cities of Los Angeles and San Fernando**		

This traffic assessment has been prepared by Linscott, Law & Greenspan, Engineers (LLG) to provide a supplemental review of a potential crossing guard implementation for an intersection adjacent to the existing Vista del Valle Dual Language Academy ("School"), located at 12441 Bromont Avenue in the City of Los Angeles, California. LLG previously provided a review of the pilot program which was implemented for a period of 120 days (from August 2015 to December 2015) to allow a secondary pick-up and drop-off loading zone along the westerly property frontage on 8th Street. As part of the pilot program review, which focused on the vehicle queuing observations with respect to the pick-up and drop-off loading operations, recommendations were made which included one crossing guard to be stationed at the 8th Street/Macneil Street intersection at all times during the morning and afternoon School peak hours to assist with any pedestrian crossings. As such, this supplemental traffic assessment was prepared in order to determine if the criteria for the crossing guard request is met for the subject location.

This memorandum includes 1) a summary of the existing conditions and vehicle and pedestrian counts conducted during the weekday AM and PM School peak hours, 2) a review of current crossing guard implementation criteria, and 3) a determination if the criteria is met based on the vehicle and pedestrian counts.

Existing Site Conditions

The existing School campus is developed on a rectangular parcel located at 12441 Bromont Avenue in the City of Los Angeles, California. The westerly portion of the School is located within the City of San Fernando. The existing elementary school is operated by the Los Angeles Unified School District (LAUSD) and has an enrollment of 543 students in Pre-Kindergarten through Grade 5 and 73 faculty/staff members. No anticipated increases to the student enrollment or faculty/staff numbers are expected. The current bell schedule for the School is 8:15 AM to 2:34 PM. The main pick-up/drop-off loading zone is located on-site in the parking lot area located off of Bromont Avenue. As part of the pilot program, an existing "No Parking" red curb zone was converted to a secondary pick-up/drop-off loading zone along the northeast side of 8th Street, between Macneil Street and North Brand Boulevard. This zone is temporarily designated for drop-off/pick-up loading activities before and after school (i.e., between 7:30 AM to 8:30 AM and 2:30 PM to 3:30 PM) during school

days only (Mondays through Fridays). Primary pick-up/drop-off loading operations (including bus loading activities) would continue to be accessed via Bromont Avenue.

The School site is generally bounded by Bromont Avenue to the east, an existing charter middle school (i.e., PUC Inspire Charter Academy located at 919 8th Street) to the north, 8th Street to the west, and single family residences to the south. The project site location is shown in ***Figure 1***. ***Figure 2*** provides an aerial photograph illustration of the subject intersection.

Requirement for Crossing Guard Implementation

The City of San Fernando does not currently have criteria for the implementation of a crossing guard, therefore the following criteria was utilized based on the Los Angeles Unified School District Reference Guide. The Guide indicates that the Los Angeles Department of Transportation (LADOT) or the County of Los Angeles Department of Public Works (LACDPW) will typically conduct a survey of the subject location to determine if it meets the following criteria for a crossing guard request:

- A minimum of 20 or more children attending elementary school who cross the intersection or location; and
- A minimum of 300 vehicles in a one-hour period must pass through an uncontrolled intersection (no signal or stop signs) which children must cross; or
- A minimum of 500 vehicles in a one-hour period must pass through a controlled intersection which children must cross.

The traffic volume survey must meet these minimum requirements in order to qualify for a paid crossing guard in the City of Los Angeles, provided that there is available funding. For schools located outside of the City of Los Angeles, the Los Angeles County Department of Public Works also applies the same criteria noted above to evaluate the implementation and need for a crossing guard.

Vehicle Traffic Volumes and Pedestrian Crossing Survey

New manual counts of vehicular turning movements were conducted at the study intersection during the weekday morning (AM) and afternoon (PM) peak hour of the School to determine the peak hour traffic volumes. The manual traffic counts at the 8th Street/Macneil Street intersection were conducted during a typical mid-week school day (i.e., Wednesday, March 2, 2016) from 7:30 AM to 8:30 AM to determine the vehicle and pedestrian traffic volumes coinciding with the School's morning drop-off activities and again from 2:30 PM to 3:30 PM to coincide with the School's afternoon pick-up activities. In conjunction with the vehicular turning movement counts, pedestrian counts of school age children observed to utilize the crosswalks for either of the two schools were also conducted at this subject location during the

weekday AM and PM School peak hours. The traffic counts were conducted when both schools (i.e., Vista del Valle Dual Language Academy and the adjacent PUC Inspire Charter Academy) were in session.

The weekday AM and PM peak hour manual counts of vehicle turning movements and school age children crossings at the subject intersection are provided in ***Table 1*** and summarized below.

- School AM Peak Hour (7:30 AM to 8:30 AM)
  - Peak Hour Vehicle Traffic Volume – 209 vehicles
  - Peak Hour Pedestrian Crossing Volume – 61 school age children

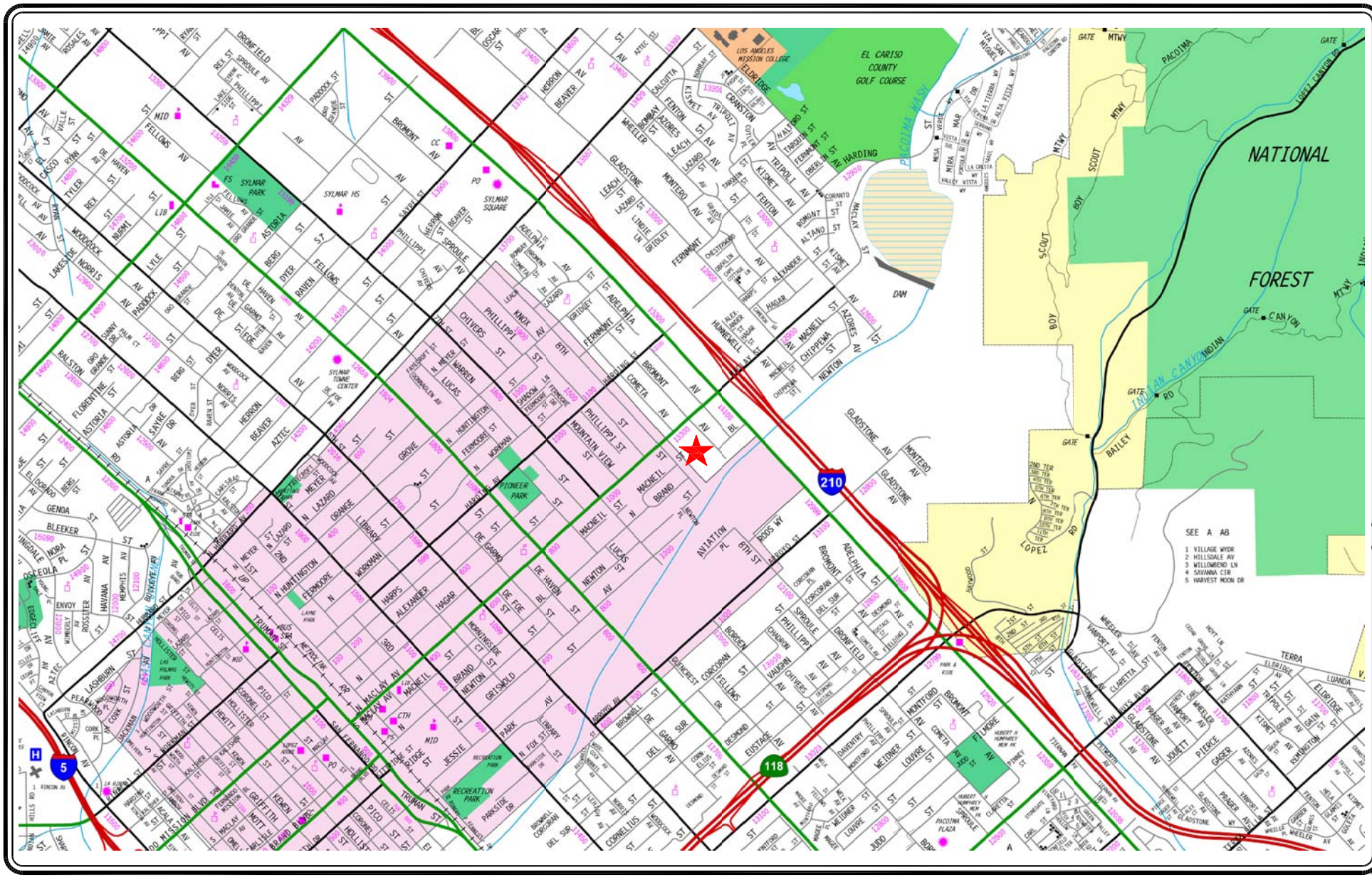
- School PM Peak Hour (2:30 PM to 3:30 PM)
  - Peak Hour Vehicle Traffic Volume – 131 vehicles
  - Peak Hour Pedestrian Crossing Volume – 54 school age children

Assessment

Based on LLG's assessment of the criteria used for the consideration of crossing guard requests and the recent vehicle and pedestrian traffic counts conducted during the peak hours, the 8th Street/Macneil Street intersection does not appear to meet the minimum requirements for a crossing guard installation. While the number of school age children crossing the intersection exceeds the minimum requirement (i.e., exceeds 20 children during the peak hour), the number of vehicles that enter and cross the intersection does not exceed the minimum volume threshold for a controlled intersection (i.e., more than 500 vehicles during the peak hour). As such, the 8th Street/Macneil Street intersection currently does not meet the criteria for the crossing guard request during the morning and afternoon peak hours in accordance with the current guidelines used by LADOT and LACDPW.

Please feel free to call us at 626.796.2322 with any questions and comments as well as to discuss next steps.

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NOT TO SCALE

MAP SOURCE: RAND MCNALLY & COMPANY

PROJECT SITE

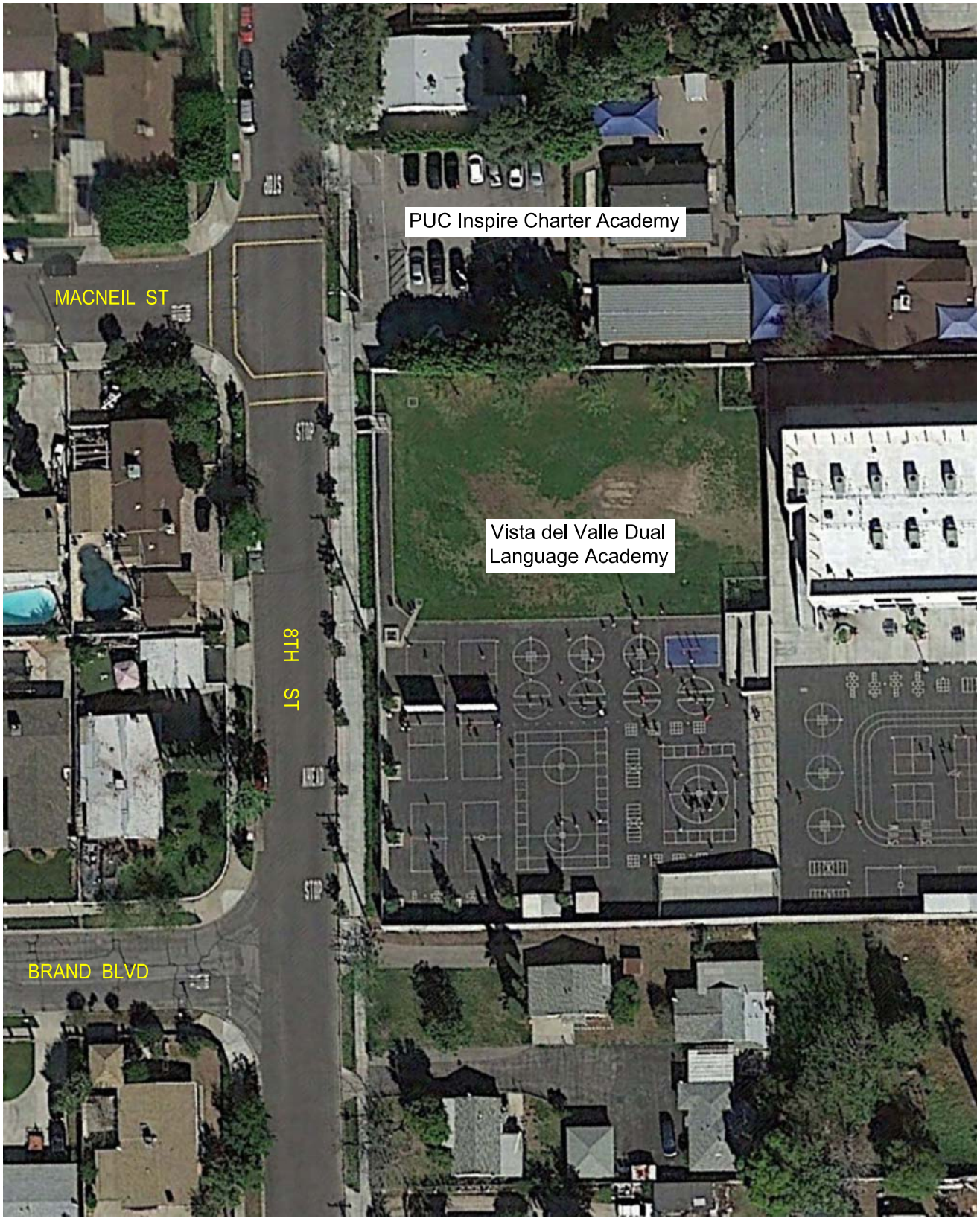
FIGURE 1
VICINITY MAP

LINSCOTT, LAW & GREENSPAN, engineers

VISTA DEL VALLE DUAL LANGUAGE ACADEMY PROJECT

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04/17/2017 GC Meeting Agenda



MAP SOURCE: GOOGLE EARTH

FIGURE 2
AERIAL IMAGE OF 8TH STREET/MACNEIL STREET

NOT TO SCALE

LINSCOTT, LAW & GREENSPAN, engineers

VISTA DEL VALLE DUAL LANGUAGE ACADEMY PROJECT

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TABLE 1
Vehicle and Pedestrian (School Age Children) Traffic Volumes [1]
Vista Del Valle Dual Language Academy

Intersection Location: 8th Street/Macneil Street **N-S Street:** 8th Street

Date of Count: Wednesday, March 2, 2016. **E-W Street:** Macneil Street

	Traffic Volumes												
	Northbound Approach				**Southbound Approach**				**Eastbound Approach**				
Time Period	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	**Total**
7:30 AM to 8:30 AM	13	28	12	53	71	19	15	105	30	18	3	51	**209**
2:30 PM to 3:30 PM	9	36	1	46	3	39	24	66	15	1	3	19	**131**

	Pedestrian Crossings (School Age Children)								
	Vista del Valle DL Academy				**LAUSD Charter School**				
Time Period	North Leg	South Leg	West Leg	Total	North Leg	South Leg	West Leg	Total	**Total**
7:30 AM to 8:30 AM	6	33	19	58	2	0	1	3	**61**
2:30 PM to 3:30 PM	2	39	13	54	0	0	0	0	**54**

[1] Vehicle and pedestrian traffic counts conducted by LLG Engineers.

ATTACHMENT "B"

LINSCOTT LAW & GREENSPAN engineers

March 30, 2017

Edward S. Paek, AICP
CEQA Project Manager
LAUSD Office of Environmental Health & Safety
333 S. Beaudry Avenue, 28th Floor
Los Angeles, California 90017

LLG REFERENCE: 1-15-4140-1

SUBJECT: **Attached Contract Amendment No. 5 Request Form for the Existing Vista del Valle Dual Language Academy at 12441 Bromont Avenue**
City of Los Angeles/City of San Fernando, California

Dear Ed:

Enclosed please find Contract Amendment Request (No. 5) related to the existing Vista del Valle Dual Language Academy ("School") located at 12441 Bromont Avenue in the City of Los Angeles/City of San Fernando. Based on our recent coordination, we understand that a supplemental traffic assessment has been requested by the Vista del Valle Ad Hoc Committee. LLG will further review the pilot valet program as it relates to current vehicular traffic patterns and queues and will work to identify potential measures for the surrounding area. Based on our coordination and review of prior communications, the following tasks are needed to conduct the additional traffic counts and observations. Our updated findings will be incorporated into a revised traffic assessment memorandum.

Summary of Current Authorization
Our original contract (proposal letter dated September 24, 2015) corresponds to a not-to-exceed total fee of $7,800.00. Our prior contract amendments total $17,700.00 (i.e., Contract Amendment No. 1 [dated November 3, 2015] corresponds to $3,600.00, Contract Amendment No. 2 [dated January 26, 2016] corresponds to $1,300.00, Contract Amendment No. 3 [dated February 22, 2016] corresponds to $3,900.00, and Contract Amendment No. 4 [dated October 5, 2016] corresponds to $8,900.00). Thus, LLG current authorization totals $25,500.00.

Summary of Contract Amendment Request No. 5
Based on our coordination, the following additional consultation services are expected in order to provide a revised traffic assessment based on the supplemental traffic data to be conducted and obtained for the current School calendar year:

Engineers & Planners
Traffic
Transportation
Parking

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www.llgengineers.com

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Philip M. Linscott, PE (1924-2000)
Jack M. Greenspan, PE (Ret.)
William A. Law, PE (Ret.)
Paul W. Wilkinson, PE
John P. Keating, PE
David S. Shender, PE
John A. Boarman, PE
Clare M. Look-Jaeger, PE
Richard E. Barretto, PE
Keil D. Maberry, PE

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- General Data Collection and Research: Visit the project site to conduct visual observations to verify existing site access conditions and parking use, student drop-off and pick-up procedures, and locations of traffic monitors, in order to verify our overall understanding of the current school traffic during the morning and afternoon peak periods given the adjacent street traffic conditions.

  Conduct visual observations to document the existing arrival and departure travel patterns of vehicles utilizing the 8th Street queuing area during the morning (7:30 AM to 8:30 AM) and afternoon (2:15 PM to 3:30 PM) peak time periods. The observation survey days will be determined based on the School calendar and availability. It is envisioned that one mid-week day would be observed in April of the current School year, on a week void of any holidays. Summarize the existing arrival and departure travel patterns of vehicles utilizing the 8th Street secondary queuing area and determine if additional recommendations are necessary as it pertains to overall pedestrian safety and vehicular circulation patterns within the secondary queuing area on 8th Street.

- Radar Speed Surveys: In order to address speeding concerns, LLG will conduct a radar spot speed survey at one location (i.e., along 8th Street in the School vicinity, in both directions) using calibrated radar equipment operated by a certified radar operator as required in the California Vehicle Code. The radar speed surveys will be conducted on a mid-week day (i.e., Tuesday, Wednesday, or Thursday) during the school peak periods (7:00 AM to 9:00 AM, and 2:00 PM to 4:00 PM) and off-peak periods (from 10:00 AM to 11:00 AM and 1:00 PM to 2:00 PM). If available, a minimum of 100 samples will be collected at the study location. Determine the existing 85th percentile speeds during the school peak time periods and during the off-peak time periods.

- Manual Intersection Turning Movement Traffic Counts: Conduct new weekday morning (7:00 to 9:00 AM) and afternoon (2:00 to 4:00 PM) manual turning movement counts for the five study intersections identified below. In conjunction with the manual turning movement vehicle counts, a count of pedestrian and bicycle volumes will be collected during the morning and afternoon school peak periods.

  - 8th Street/Macneil Street
  - 8th Street/Brand Boulevard
  - 8th Street/Newton Street
  - Bromont Avenue/Maclay Street
  - Foothill Boulevard/Maclay Street

- Street Segment Traffic Counts: In addition, conduct automatic 24-hour (directional) machine traffic counts for up to two street segments over a typical school weekday condition, so as to be able to obtain current baseline traffic data on a 24-hour basis. The following street segments have been identified for the conduct of the traffic counts:

    - 8th Street, south of Maclay Street
    - Bromont Avenue, south of Maclay Street

- Lane Utilization and Queuing Observations: During the conduct of the intersection traffic counts, also conduct field observations and document turn lane utilization during the weekday AM and PM school peak hours at the below intersections to document any existing vehicle queuing issues in the surrounding area. This scope of work assumes that the traffic signal timing charts are readily available and may be obtained from the City of Los Angeles in order to confirm the existing traffic signal cycle lengths, existing traffic signal phasing/splits, and other pertinent traffic signal timing information.

    - Bromont Avenue/Maclay Street
    - Foothill Boulevard/Maclay Street

- Summary Memorandum: Update the traffic assessment summary memorandum to incorporate the findings associated with the review/analysis of the above supplemental traffic data. The memorandum will be suitably documented with tabular, graphic and appendix material, if necessary. Submit the memorandum to the project team for review and comment. If necessary, revise the draft memorandum based on one round of project team comments and finalize the memorandum for your submittal to the City. Please note that should subsequent revisions/analyses be required by the project team (i.e., beyond one round of comments), then a contract amendment would be required.

Please note that as the extent of potential comments from the City of San Fernando cannot be determined at this time, revisions or additional analyses which may be required by the City will be handled through a contract amendment.

Summary of Requested Authorization

In summary, LLG Engineers requests authorization of an additional $12,700.00 to cover consultation fees associated with the above out-of-scope consultation. Therefore, with approval of this amendment, LLG Engineers' budget would increase to $38,200.00. It should be noted that it may be necessary to amend our contract in the future related to other work items not foreseen in this contract amendment request.

To provide quality and expeditious service to our clients, we have developed the attached additional service form. Please note that the form refers back to our original Contract of September 24, 2015, such that all terms and conditions agreed to in that document will continue to apply except as amended herein. Upon review and approval of the amendment, please countersign the original form and return it to our office for our files. If you have any questions, please call me at (626) 796-2322.

Very truly yours,
Linscott, Law & Greenspan, Engineers

Clare M. Look-Jaeger

Clare M. Look-Jaeger, P.E.
Principal
Attachment

CONTRACT AMENDMENT NO. 5

March 30, 2017
LLG REFERENCE: 1-15-4140-1

Edward S. Paek, AICP
CEQA Project Manager
LAUSD Office of Environmental Health & Safety
333 S. Beaudry Avenue, 28th Floor
Los Angeles, California 90017

PROJECT: VISTA DEL VALLE DUAL LANGUAGE ACADEMY PILOT PROGRAM – CITIES OF LOS ANGELES/SAN FERNANDO

SCOPE OF WORK FOR THIS CONTRACT AMENDMENT (NO. 5):
See attached March 30, 2017 letter.

ORIGINAL CONTRACT AMOUNT (September 24, 2015):	$7,800.00
CONTRACT AMENDMENT NO. 1 (November 3, 2015):	$3,600.00
CONTRACT AMENDMENT NO. 2 (January 26, 2016):	$1,300.00
CONTRACT AMENDMENT NO. 3 (February 22, 2016):	$3,900.00
CONTRACT AMENDMENT NO. 4 (October 5, 2016):	$8,900.00
THIS CONTRACT AMENDMENT NO. 5 (March 30, 2017):	$12,700.00
ADJUSTED CONTRACT AMOUNT:	$38,200.00

Upon return of a fully executed authorization, this service fee and condition shall become a part of the Contract Agreement dated September 24, 2015, except as amended herein.

APPROVED BY:
LINSCOTT, LAW & GREENSPAN, ENGINEERS

Clare M. Look-Jaeger

By: Clare M. Look-Jaeger, P.E.
Title: Principal
Date: March 30, 2017

APPROVED BY:
LAUSD OFFICE OF ENVIRONMENTAL HEALTH & SAFETY

By: _____
Title: _____
Date: _____

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9

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager

Date: April 17, 2017

Subject: Review of Prior Years City-wide Strategic Goals and City Council Priorities and Work Program Discussion for Fiscal Year 2017-2018

RECOMMENDATION:

It is recommended that the City Council:

a. Receive an update from staff on the status of prior years City-wide goals and City Council priorities; and

b. Provide direction to staff related to City-wide Strategic Goals and City Council Priorities to guide preparation of the FY 2017-2018 budget.

BACKGROUND:

1. As part of the budget development process each year, the City Council is asked to set Strategic Goals and Priorities for the upcoming fiscal year.

2. The purpose of setting goals and priorities is to provide the City Manager with guidance for allocating funds in the City Manager's Proposed Budget.

3. The City-wide Strategic Goals should articulate City-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. Strategic Goals tend to remain relatively stable over time.

4. City Council Priorities are specific short-term items that are reasonably achievable in the upcoming fiscal year.

ANALYSIS:

City-wide Strategic Goals (Attachment "A") provide broad context for budget development to ensure staff is working toward achieving the organization's long-term objectives; while City

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

Council Priorities provide each Councilmember with the opportunity to introduce a short-term project or program that fits within the long-term objectives.

Due to vacancies in a number of key management positions, including the City Manager, Deputy City Manager/Public Works Director, Community Development Director, and Recreation and Community Services Director, staff is recommending the work program for the upcoming year focus on the City's mission critical activities. For the operating departments (i.e. Police, Community Development, Public Works, and Recreation and Community Services), that translates to maintaining the existing level of service to the public without adding new projects or programs unless and until existing projects and programs are completed.

To facilitate the discussion, staff has put together a list of City Council Priorities since Fiscal Year 2013-2014 (Attachment "B"). The list includes the budget year the Priority was requested, a description of the priority, current status, and the Interim City Manager's recommended action.

The recommended actions typically fall into one of four categories:

1. Complete (or Not Applicable) – Remove: These priorities have been completed (or are no longer relevant) and are proposed to be removed from further tracking.

2. Remove as Priority; Project/Activity included in Department Work Program: These priorities have become part of a department's normal operations and are included in a Department's annual work program. These items are proposed to be removed from further tracking.

3. Ongoing – Carry this goal over to FY 2017-18 (Core Mission Item): These priorities fit into the City's current long-term Strategic Goals and are considered a core mission item. They are proposed to be carried over and included in the FY 2017-2018 budget and will continue to be tracked.

4. Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed: As a result of the staffing shortages previously mentioned, these items are not considered mission critical and are proposed to be put on-hold until a permanent City Manager is appointed. They are proposed to be tracked, but no action is expected to be taken due to their "on-hold" status.

It is recommended that City Council review each item with staff and proposed changes as is deemed appropriate by a majority of Councilmembers. A summary of recommended actions by fiscal year is provided below:

Fiscal Year 2013-2014
Staff is recommending that most items are removed from further tracking as they are either complete, no longer applicable, or are now included in normal departmental operations. The remaining priorities to be tracked and put "on-hold" include:

1. Work to establish a Property-based Business Improvement District (PBID);
2. Information on the City's pension system; and
3. Study on the City's strengths and weaknesses in terms of attracting new business (i.e. "Cost of Doing Business" review).

Fiscal Year 2014-2015
Staff is recommending that most items are removed from further tracking as they are either complete, no longer applicable, or are now included in normal departmental operations. The remaining priorities to be tracked and put "on-hold" include:

1. Evaluation of uses for Heritage Park; and
2. Solicit proposals for energy efficiency/savings at City facilities.

Fiscal Year 2015-2016
Staff is recommending that some items are removed from further tracking as they are either complete, no longer applicable, or are now included in normal departmental operations. The remaining priorities to be tracked and carried over to FY 2017-18 or put "on-hold" include:

1. Continue efforts to stabilize the City's finances (carry-over);
2. Review all contracts to ensure they are current, have adequate insurance, and are being fully enforced (on-hold);
3. Explore the opportunity for a farmers' market (on-hold);
4. Evaluate minimum wage and living wage ordinance (on-hold);
5. Continue regional collaboration with Metro to enhance transportation options (carry-over);
6. Increase capital expenditures to address critical infrastructure needs (carry-over);
7. Evaluate/update neighborhood speed hump policy (on-hold);
8. Increase use of technology to increase efficiency (carry-over);
9. Continue to review and update City policies (carry-over);
10. Explore opportunities for community and cultural programs (on-hold);
11. Explore the opportunity for Veteran's appreciation event (on-hold);
12. Explore the opportunity for a Community Garden (on-hold); and
13. Increase water conservations efforts (carry-over).

Fiscal Year 2016-2017
Staff is recommending that some items are removed from further tracking as they are either complete, no longer applicable, or are now included in normal departmental operations. The remaining priorities to be tracked and carried over to FY 2017-18 or put "on-hold" include:

1. Create and implement a Rent Control Program (on-hold);
2. Develop a comprehensive list of all deferred maintenance (on-hold);
3. Evaluation of traffic flow and parking in the Civic Center area (on-hold);
4. Explore possibility of pedestrian bridge over existing Metrolink rail right-of-way (on-hold);
5. Evaluate Neighborhood Preservation and Revitalization Program (on-hold); and
6. Evaluate implementation of a motorcycle officer traffic enforcement program (on-hold).

Fiscal Year 2017-2018
It is recommended that no new priorities are added to FY 2017-2018 until such time that new management staff has been appointed and outstanding priority items have been substantially completed; however, the Interim City Manager will be including funds in the Proposed Budget for a consultant to conduct/facilitate a community needs/visioning and economic development strategy exercise. It is important for a City Council to periodically undertake a comprehensive strategic planning exercise that includes discussion of community needs, economic development strategies, and a long-term vision for the community.

Work plans for each department will be presented and discussed during the Budget Study Sessions in May 2017. Department work plans will be developed with the intent of meeting the City-wide Strategic Goals set by City Council and providing mission critical activities.

BUDGET IMPACT:

Discussion of the City-wide Goals and City Council priorities are an integral part of setting the tone and providing guidance to the City Manager for preparation of the City Manager's Proposed Budget.

CONCLUSION:

The City Council Strategic Goals will help guide the overall FY 2017-2018 budget process and provide context for decision making and development of work plans.

ATTACHMENTS:

A. City-wide Strategic Goals – Fiscal Year 2017-2018
B. Status of Prior and Current City Council Priorities – FY 2013-2014 through FY 2016-2017

ATTACHMENT "A"

THE CITY OF SAN FERNANDO

STRATEGIC GOALS

CITY-WIDE STRATEGIC GOALS
FISCAL YEAR 2017-2018

City-wide Strategic Goals articulate City-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. They provide broad context for budget development to ensure staff is working toward achieving the organization's long-term objectives. The Strategic Goals guiding the development of the Fiscal Year 2017-2018 budget are:

1. Continue to stabilize the City's finances by maintaining a balanced budget, continuing to reduce the General Fund deficit, and re-establishing reserve balances in a number of critical funds, including, but not limited to, the General Fund, Self-Insurance Fund, and Equipment Replacement Fund.

2. Continue outreach and opposition of the California High-Speed Rail route through San Fernando and adjacent communities.

3. Pursue Economic Development opportunities to bolster the City's revenue and enhance the City of San Fernando's profile.

4. Increase capital expenditures to address critical infrastructure needs, including, but not limited to, addressing deferred maintenance of City streets, water and sewer systems, and sidewalks.

5. Increase the City's use of technology to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service.

6. Offer top notch recreation programs through the Healthy San Fernando initiative and explore opportunities to expand sports programs.

7. Pursue grant funding that addresses a need and provides a net benefit to the City.

8. Continue to review and update the City's policies and procedures.

9. Explore opportunities for community and cultural programs.

10. Increase water conservation efforts, including, but not limited to, community outreach and implementation of water conservation programs.

THE CITY OF SAN FERNANDO

CITY COUNCIL PRIORITIES

Status Review of Prior and Current Year City Council Priorities
Fiscal Year 2013-2014 through 2016-2017

FISCAL YEAR 2013 – 2014		
Description of Goal/Priority	**Status**	**Recommended Action**
1. Secure grant funding for San Fernando Mission Blvd street improvements.	Grant funds de-obligated due to lack of local matching funds.	Not Applicable – Remove.
2. Propose a Plan to Accommodate Future Metro Light Rail through San Fernando.	With recent passage of Measure M, Metro will be allocating funds for construction of light rail to San Fernando as part of East San Fernando Valley Transit Corridor. Staff will continue to work with Metro.	Ongoing – Remove as Priority; Project included in Department Work Program.
3. Work to establish a Property-based Business Improvement District (PBID).	On-hold pending coordination between the Mall Association and Chamber of Commerce.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.
4. Implement Timekeeping System.	The City implemented TimeClocks timekeeping system in FY 2014-15.	Complete – Remove.
5. Provide Contract Management Training to staff.	The City reinstated Department's professional training funds in FY 2016-17 Budget.	Ongoing – Remove as Priority; Professional Training included in Department Work Programs.

ATTACHMENT "B"

FISCAL YEAR 2013 – 2014 (Continued)		
Description of Goal/Priority	**Status**	**Recommended Action**
6. Lighting at Las Palmas Park.	New lighting fixtures have been installed, burned out bulbs have been replaced, and trees have been trimmed to improve lighting at Las Palmas Park. City has also applied for grant funds to further improve lighting.	Complete – Remove.
7. Hire full-time City Manager, Finance Director, Police Chief, and review City's organizational structure.	Complete.	Complete – Remove.
8. Economic Development: Maintain and promote existing businesses, conduct business outreach, improve infrastructure for businesses.	The Interim City Manager will be including funds in the FY 2017-2018 Proposed Budget for a broader community needs/visioning and economic development strategy exercise.	Ongoing – Remove as Priority; Activity to be included in Department Work program.
9. Public Safety: Address and correct public safety personnel matters.	The personnel issues that existed at the time have been resolved.	Complete – Remove.
10. Commissions and Commissioners: Active participation in Council/ Community outreach to solicit input and feedback on "What the City needs…"	The Parks Master Plan currently under way includes community feedback on what the community desires for parks and recreation programs. The Interim City Manager will be including funds in the FY 2017-2018 Proposed Budget for a broader community needs/ visioning and economic development strategy exercise.	Ongoing – Remove as Priority; Project included in Department Work Program.

FISCAL YEAR 2013 – 2014 (Continued)		
Description of Goal/Priority	**Status**	**Recommended Action**
11. Infrastructure: Address the need to repair/replace the sewer and water systems.	Staff hired a consultant to complete a closed circuit TV analysis of the sewer system, cleaned the entire system, and presented the results to City Council in September 2016. Replacement of sewer and water mains are an ongoing part of the capital program.	Ongoing – Remove as Priority; Project included in Department Work Program.
12. Study and understand all aspects of the City's pension system, including, but not limited to: (a) benefits and disadvantages of the current system; (b) historic shortfalls and projected shortfalls; and (c) the special property tax used to balance such shortfalls.	Staff has provided actuarial valuations of the City's pension cost and information on the Retirement Tax as part of the annual presentation of the audited financial statements and setting of the pension tax levy. A study session on the City's pension system, including cost and projections can be provided upon request to the City Manager.	Partially complete – Remove as Priority; include presentation to Council on pension system and costs in Finance Department Work Program.
13. Work with labor to make the pension system more sustainable, and consider the option of gradually eliminating or reducing the use of said property tax over a reasonable and realistic period of time.	In FY 2014-15, the City replace the defined benefit retiree health care for employees hired after 7/1/2015 with a defined contribution plan. The state Public Employees Reform Act (PEPRA) also reformed the pension system to drastically reduce benefits, and City liability, for new employees.	Remove as Priority; this information will be included in pension presentation to City Council.

FISCAL YEAR 2013 – 2014 (Continued)		
Description of Goal/Priority	**Status**	**Recommended Action**
14. Study the City's strengths and weaknesses in terms of attracting new businesses, determine which businesses or industries the City could most successfully recruit, and develop a business plan to attract said businesses. This analysis should incorporate a "cost of doing business" review.	The City partnered with the Valley Economic Alliance to provide a cost of doing business analysis, which includes recommendations for economic development and a discussion on minimum wage. A draft has been received by staff.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.
15. Revisit the 2012 water rate increases to: (a) Implement a voucher or cost-assistance program for low-income families, and establish outreach measures so the public is aware of said program; (b) Determine the level of public knowledge with respect to upcoming water rate increases; (c) Determine the feasibility of eliminating or mitigating some of the scheduled water rate increases if Measure A passes. Research assistance programs for low-income residents.	The 2012 water rate increases have already been fully implemented. The Public Works department is currently working on a subsequent water rate study, which will include a review of possible reduced rates for low income families.	Remove as Priority; Project included in Department Work Program.
16. Improve Aquatic Center Parking Lot.	Lot was improved in 2014 and the entire Aquatic center was leased to the County beginning in 2015.	Complete – Remove.
17. Upgrade City's website to make it more user friendly.	The City's new website was launched in 2016 and the City recently won an award for distinguished website design from the California Association of Public Information Officers (CAPIO).	Complete – Remove.

FISCAL YEAR 2013 – 2014 (Continued)		
Description of Goal/Priority	**Status**	**Recommended Action**
18. Sponsor a triathlon or 5k run and car show to celebrate San Fernando's Birthday.	The 5K Relay race was implemented as part of the Healthy San Fernando Initiative. Had over 650 participants attend the event.	Complete – Remove.

FISCAL YEAR 2014 – 2015		
Description of Goal/Priority	**Status**	**Recommended Action**
1. Senior Meal Program – Set a goal of at least 15 more meals per day.	The City added an additional 630 (2/day) meals in FY13/14 and an additional 771 (3/day) meals in FY14/15 with additional funding received from Los Angeles County. For FY 16/17, operation of the Senior Meals program will be outsourced to a NPO that will work directly with the County. Staff will oversee the contract and provide the facilities.	Ongoing - Remove as Priority; Activity included in Dept. Work Program.
2. Heritage Park - evaluate best usage for the park.	Park Master Plan Project and possible use of site as a community garden being developed by City staff for future consideration by the City Council.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.
3. Continuation of City Website Upgrade.	The City's new website was launched in 2016 and the City recently won an award for distinguished website design from the California Association of Public Information Officers (CAPIO).	Complete – Remove.
4. Bike Path Beautification Project.	The City has secured grant funding for the Bike Path Project along the Pacoima Wash. The project is moving forward.	Remove as Priority; Project included in Department Work Program.

FISCAL YEAR 2014 – 2015 (Continued)		
Description of Goal/Priority	**Status**	**Recommended Action**
5. Continue to improve healthy community projects/programs at the parks.	City has been successful at implementing various programs targeting youth and seniors. This includes Healthy San Fernando, teen after school programming, senior expo, and 100 Citizens.	Ongoing - Remove as Priority; Activity included in Department Work Program.
6. Park Infrastructure Upgrades.	The tot lot, exercise equipment, multi-purpose room and gym facility, including new AC units, at Recreation Park have been renovated. Also, submitted grant applications to improve baseball fields at Las Palmas and Pioneer Park.	Remove as Priority; Project included in Department Work Program.
7. Internship Program: 1) Review and update the City's internship policy/program, and offer distinctions between City interns and Council interns; 2) Develop a list of available internship positions through the various departments; 3) Set criteria for each city internship position, i.e. level of education, number of hours per week, et cetera.	Complete. Presentation to City Council on 3/20/2017.	Complete – Remove.
8. Energy Efficiency: 1) HERO and PACE programs; 2) Revisit the issue regarding energy efficiency/savings for the City and solicit proposals from various vendors.	During FY 15/16 the City entered into a Professional Services Agreement with Neighborhood Housing Services, implemented the HERO Program, and adopted Urgency Ordinance for Expedited Permitting of Small Residential Rooftop Solar Systems (Urgency Ordinance No. U-1644).	Due to lack of staffing resources, exploring energy efficiency/ savings for City facilities may need to be put on hold.

FISCAL YEAR 2014 – 2015 (Continued)		
Description of Goal/Priority	**Status**	**Recommended Action**
9. Continue to work on future light rail and high-speed rail projects.	With recent passage of Measure M, Metro will be allocating funds for construction of light rail to San Fernando as part of East San Fernando Valley Transit Corridor. Staff will continue to work with Metro. The high speed rail has been re-aligned and is no longer proposed to have a route through San Fernando.	Ongoing – Remove as Priority; Project included in Department Work Program.
10. Research grant funding opportunities.	The City has leveraged a significant amount of grant resources over the last two years. Grant opportunities are evaluated based on a) the amount of matching resources required by the grant, and b) the availability of staff to actually manage and/or carry out the grant funded improvements.	Ongoing – Remove as Priority; Staff will focus on completing existing grants before pursuing additional funds.

FISCAL YEAR 2015 – 2016		
Description of Goal/Priority	**Status**	**Recommended Action**
1. Continue outreach and opposition of the California High Speed Rail (CHSR) route through San Fernando.	CHSRA has amended the current SR-14 alignment so that it no longer uses the Metro right of way through San Fernando. Staff will continue to keep apprised of any developments.	Ongoing – Remove as Priority; Activity included in Department Work Program.

FISCAL YEAR 2015 – 2016 (Continued)		
Description of Goal/Priority	**Status**	**Recommended Action**
2. Continue to stabilize the City's finances by maintaining a balanced budget, continuing to reduce the General Fund deficit, and re-establish reserve balances in a number of critical funds, including but not limited to, the General Fund, Self-Insurance Fund, and Equipment Replacement Fund.	Staff has developed a five-year financial forecast, discussed a deficit reduction plan with City Council, and included the deficit reduction plan as a note in the City's financials. The staff will continue to work with City Council to implement the plan and sure up the General Fund, SIF, and ERF.	Ongoing – Carry this goal over to FY 2017-18 (Core Mission Item).
3. Evaluate City service contracts to ensure they are up to date and provisions of contracts are being enforced.	The City has updated the Purchasing Ordinance and has brought all contracts in compliance with the procurement guidelines. Staff continues to monitor agreements to ensure that competitive pricing and services are received. Since there is no central purchasing/contracting office, each department is responsible for managing their own contracts.	On hold - Additional staffing resources would be needed to fully implement this goal.
4. Pursue Economic Development opportunities to bolster the City's revenue and enhance the City of San Fernando's profile.	The Interim City Manager will be including funds in the FY 2017-2018 Proposed Budget for a broader community needs/visioning and economic development strategy exercise.	Ongoing – Remove as Priority; Activity to be included in Department Work program.
5. Pursue catalytic projects for the downtown/mall area.	The Interim City Manager will be including funds in the FY 2017-2018 Proposed Budget for a broader community needs/visioning and economic development strategy exercise.	Ongoing – Remove as Priority; Activity to be included in Department Work program.
6. Enhance the City's Business Attraction and Retention Program, including streamlining the permitting and entitlement process.	The Interim City Manager will be including funds in the FY 2017-2018 Proposed Budget for a broader community needs/visioning and economic development strategy exercise.	Ongoing – Remove as Priority; Activity to be included in Department Work program.

FISCAL YEAR 2015 – 2016 (Continued)		
Description of Goal/Priority	**Status**	**Recommended Action**
7. Explore the opportunity for a farmers' market.	The City has submitted a grant application to the USDA for the FINI Corner and Farmers Markets Incentive Program. We are awaiting to hear the results of our grant acceptance and award.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.
8. Evaluate reuse options for Lopez/Villegas property, including structure.	The Lopez/Villegas house has been sold and is scheduled to be moved on 4/12/2017. With regards to re-use of the property, the Interim City Manager will be including funds in the FY 2017-2018 Proposed Budget for a broader community needs/visioning and economic development strategy exercise.	Remove as Priority; Activity to be included in Department Work program.
9. Evaluate the City's minimum wage and living wage ordinances.	The City partnered with the Valley Economic Alliance to provide a cost of doing business analysis, which includes recommendations for economic development and a discussion on minimum wage. A draft has been received by staff.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.

FISCAL YEAR 2015 – 2016 (Continued)		
Description of Goal/Priority	**Status**	**Recommended Action**
10. Continue regional collaboration with Metro and neighboring cities to enhance vehicular and pedestrian transportation options within the City of San Fernando.	City staff continues to work with City of Los Angeles and Metro staff regarding the East San Fernando Valley Transit Corridor Project-Project EIR/EIS is forthcoming from Metro; City working on ensuring Metro-project alignment with City's own efforts for multi-modal transportation opportunities under the TOD Overlay/San Fernando Corridors Specific Plan Update; City received a grant from Caltrans to complete a Safe Routes to School Plan. In addition, the County Department of Public Health is collaborating with the City to enhance the Safe Routes Planning and will complete an Active Transportation Plan at no cost to the City.	Ongoing – Carry this goal over to FY 2017-18 (Core Mission Item).
11. Increase capital expenditures to address critical infrastructure needs, including but not limited to, addressing deferred maintenance of City streets, water and sewer systems, and sidewalks.	The City has leveraged Measure A, Measure R, and CDBG funds to pave a number of streets over the last 12 months. The City has also completed a study assessing the overall health of the sewer system, which was presented to Council in September 2016, and moving forward on replacing sewer and water main lines in conjunction with street improvement projects.	Ongoing – Carry this goal over to FY 2017-18 (Core Mission Item).
12. Evaluate policy for neighborhoods to petition for the installation of speed humps.	The City currently has an existing policy regarding the installation of speed humps.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.

FISCAL YEAR 2015 – 2016 (Continued)		
Description of Goal/Priority	**Status**	**Recommended Action**
13. Increase the City's use of technology to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service.	The City has updated the network servers and operating software over the last few years. All PCs operating on Microsoft XP have been retired and replaced. For FY 2017-18, the City is working to replace servers and routers.	Ongoing – Carry this goal over to FY 2017-18 (Core Mission Item).
14. Offer top notch recreation programs through the Healthy San Fernando initiative and explore opportunities to expand sports programs.	Since March 2015, the RCS has implemented various sport programs for youth/adults, including adult softball, adult volleyball, teen soccer, Futsol, Tennis (all ages), and partnership with the So Cal Special Olympics to provide programs for individuals with disabilities.	Remove as Priority; Activity included in Department Work program.
15. Pursue grant funding that addresses a need and provides a net benefit to the City.	The City has leveraged a significant amount of grant resources over the last two years. Grant opportunities are evaluated based on a) the amount of matching resources required by the grant, and b) the availability of staff to actually manage and/or carry out the grant funded improvements.	Ongoing – Remove as Priority; Staff will focus on completing existing grants before pursuing additional funds.
16. Continue to review and update the City's policies and procedures.	The City has updated the Budget, Financial, and Purchasing policies. The City Clerk's office completed an update of the City's Records Retention Policy. The Personnel Division is updating the City Personnel Rules, as well as Standard Management Policies and Procedures, which have been outdated for some years.	Ongoing – Carry this goal over to FY 2017-18 (Core Mission Item).

FISCAL YEAR 2015 – 2016 (Continued)		
Description of Goal/Priority	**Status**	**Recommended Action**
17. Explore opportunities for community and cultural programs.	The Recreation and Community Services Department has expanded regular programming to include eight (8) JAM sessions, Dia de los Muertos, Eggstravaganza, Holiday Tree lighting, 5K Relay, cultural movies at the Lopez Adobe, etc.	Due to staff shortages, it is recommended the City does not pursue additional programs until a permanent RCS Director is appointed.
18. Veteran's appreciation event.	No action to date.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.
19. Community Garden.	As part of the Parks Master Plan Project, it will evaluate the possible use of park space at Heritage Park as a community garden.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.
20. Increase water conservation efforts, including but not limited to, community outreach and implementation of water conservation programs.	In May 2015, the City Council implemented Phase II water conservation efforts including new city parkway turf replacement guidelines; City has reduced exterior watering at City facilities; City continues to follow State water conservation mandates while promoting MWD rebate programs for low-flow toilets and showerheads, and turf replacement programs; City has completed construction of a drought tolerant median landscaping project on Brand Boulevard to help save over 1 million gallons of water annually.	Ongoing – Carry this goal over to FY 2017-18 (Core Mission Item).

FISCAL YEAR 2016 – 2017		
Description of Goal/Priority	**Status**	**Recommended Action**
1. Create and implement Little Free Library Program.	The Little Free Library kick-off event was held in February 2017.	Complete – Remove.
2. Develop Economic Development Strategy.	The Interim City Manager will be including funds in the FY 2017-2018 Proposed Budget for a broader community needs/visioning and economic development strategy exercise.	Remove as Priority; Activity to be included in Department Work program.
3. Create and implement a Rent Control Program.	On July 18, 2016, staff presented City Council with a number of options for a rent control regulatory options. Council gave direction to draft residential rent increase dispute resolution regulations similar to those in place in Fremont, CA. The CD Director had been working with the City Attorney prior to separation.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.
4. Develop comprehensive list of all deferred maintenance and needed infrastructure improvements.	The City has information on vehicle replacements, tree trimming maintenance, street light replacements and sewer/water main replacement. The Pavement Management Plan is scheduled to be updated soon. More information is needed to develop a deferred maintenance schedule for facility maintenance.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.
5. Evaluation of traffic flow and parking in the Civic Center Area.	No action to date.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.

FISCAL YEAR 2016 – 2017 (Continued)		
Description of Goal/Priority	**Status**	**Recommended Action**
6. Explore possibility of building a pedestrian bridge over the existing rail right-of-way connecting residents and businesses on 1st Street to the Downtown Area.	No action to date.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.
7. Implementation of the Neighborhood Preservation and Revitalization Program.	No action to date.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.
8. Create and implement a motorcycle officer traffic enforcement program in the Police Department.	No action to date.	Due to staff shortages, it is recommended this is put on-hold until a permanent City Manager is appointed.
9. Purchase additional holiday decorations and perform related electrical upgrades along Maclay Avenue and San Fernando Mission Boulevard.	Staff purchased and installed new lights and decorations, including electrical upgrades needed on many streetlight poles, in December 2016.	Complete – Remove.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager
By: Anthony Vairo, Police Chief
Irwin Rosenberg, Sergeant

Date: April 17, 2017

Subject: Consideration of a New Trial Parking Meters Program with IPS Group, Inc.

RECOMMENDATION:

It is recommended that the City Council:

a. Approve a trial Parking Meter Program to test thirty (30) on-street, smart technology, single-space IPS M5 parking meters within the City limits;

b. Authorize a minimum meter fee of $1.00 for credit card transactions during the trial period;

c. Authorize the Interim City Manager to execute a Trial Parking Meter Equipment and Related Services Agreement (Attachment "A" – Contract No. 1852) with IPS Group for ninety (90) days, with an additional 30-day extension option, to test thirty (30) M5 single user parking meters provided by IPS Group and the web based Data Management System (DMS); and

d. Direct staff to report back all findings and results to the City Council no later than 90 days after the completion of the trial Parking Meter Program.

BACKGROUND:

1. The City has seen a steady decline in parking meter revenues over the past several years due to several inoperable meters as well as the lack of updated technology. Revenues were reported to be approximately $270,000 in Fiscal Year 2009-2010 and declined to approximately $170,000 in Fiscal Year 2015-2016.

2. Approximately sixty percent (60%) of parking meter revenues are generated from the Mall area and thirty five percent (35%) from the Civic Center/Courthouse Area.

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

3. In October 2016, Police and Public Works staff met with representatives of IPS Group, Inc. to explore the feasibility of replacing single user parking meters within the City with IPS M5 smart technology, single-space parking meters.

4. In January 2017, a follow-up meeting with IPS Group, Inc. and several key City staff was conducted and resulted in a proposal by IPS Group, Inc. to provide thirty (30) IPS M5 meters to test within the City, at no cost for the equipment and minimal cost for the DMS web based reporting system to analyze the effectiveness of the program.

ANALYSIS:

The City currently has approximately 389 meter locations and 190 parking meters installed at various locations. All meters throughout the City operate on coins only and do not include smart technology.

The primary locations for City parking meters is surrounding the Courthouse/Civic Area and the San Fernando Mall, although additional meters are located on First Street (near Orange Grove Avenue) and in the merchant/industrial areas (along Celis and Pico Streets) and on Celis Street (near the auto dealerships).

If approved, the trial parking meters will be placed in the vicinity of the Courthouse/Civic Center Area. The trial parking meters are fully compatible and fit conveniently into the existing housing installed on each City parking meter pole, making it easily placed at any location with no retrofit requirement. Fifteen (15) of the thirty (30) trial parking meters will have sensor domes that actually detect the presence and absence of vehicles in a space. Once a vehicle leaves a space equipped with a sensor dome, the meter resets for the next patron. The trial parking meters provide Radio-frequency identification (RFID) technology that transmits the revenues and operational issues to IPS Group, Inc.'s web-based Data Management System.

<u>IPS Group, Inc.</u>
IPS Group, Inc. has responded to Request for Proposals (RFPs) from other local cities and provides over 225,000 meters to municipalities and governmental entities around the country, including the cities of Los Angeles (35,000 meters), Santa Monica, and Denver, CO.

If the trial is successful and the City is interested in moving forward beyond the trial period, IPS Group, Inc. has indicated a willingness to work with the City to purchase or lease of the parking meter equipment. This could include financing the initial capital investment over a fixed time period by securitizing a portion of meter revenue proceeds. According to IPS Group, most cities implementing this technology have experienced a 20% increase in parking meter revenues.

BUDGET IMPACT:

The maintenance cost for fifteen (15) of the devices is $5.75 per month per device ($86.25 monthly) and for the remaining devices with dome sensors the maintenance cost is $9.25 per month per device ($138.75 monthly) for a total combined cost of $225 per month.

The cost above includes no costs for the rental of the devices and is only intended to cover the web-based reporting costs. Credit transactions fees will be $0.13 per transaction. The total cost is dependent on the number of transactions and is paid directly from meter revenues.

CONCLUSION:

Many cities throughout the country have transitioned to smart technology for metered parking. This pilot project provides an opportunity to test this technology with no obligation to purchase the devices at the end of the Trial Parking Meter Program. If successful, this program could help to modernize parking meters and enhance parking meter revenue.

ATTACHMENTS:

A. Contract No. 1852
B. IPS Group, Inc. Informational Materials

ATTACHMENT "A"
CONTRACT NO. 1852

AGREEMENT TO TRIAL PARKING METER EQUIPMENT AND RELATED SERVICES

This Agreement To Trial Parking Meter Equipment And Related Services ("Agreement") is made effective _____ (the "Effective Date"), by and between City of San Fernando , a municipal corporation (the "City"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), collectively (the "parties") with reference to the following:

RECITALS

WHEREAS, the City desires to contract with IPS to perform a parking technology field test within the City using the IPS Parking Equipment and related services listed in Exhibit A;

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. **Term of Agreement.**

   1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of ninety (90) days ("Initial Term").

   1.2. **Option to Extend.** City shall have the option to extend the term of the Agreement for additional thirty (30) day increments, with the mutual written agreement of both parties.

2. **IPS Services.**

   2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services ("Services") described in Exhibit A.

3. **City Services & Responsibilities.** The City agrees to:

   3.1. Make available to IPS any currently existing documents, data or information required for the performance of the Services, including any material updates therein.

   3.2. Designate a representative authorized to act on behalf of the City.

   3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order.

   3.4. Notify IPS of any need for warranty repair work and will coordinate the return process with IPS.

   3.5. Provide first line of preventative maintenance for all meter mechanisms for the term of this Agreement.

3.6. Use the Equipment in the proper manner and shall comply with and conform to all national, state, and local laws and regulations in any way relating to the possession, use or maintenance of the equipment.

3.7. Be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using a City designated third party provider.

4. Equipment Delivery and Installation.

4.1. IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed.

4.2. Coordinated installation of all Equipment will take place during standard business hours.

4.3. City staff, in conjunction with IPS staff, will inspect parking meter equipment following installation to ensure proper installation and operation. Unless otherwise notified in writing, the Equipment shall be deemed accepted at the time of installation of the Equipment, but no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5. Compensation

5.1. The City will compensate IPS for the purchase of IPS Equipment and Software, as set forth in Exhibit A.

5.2. City further agrees to pay to IPS the amounts specified in Exhibit A on a Net 30 basis from the date of invoice.

5.3. City agrees to promptly notify IPS in writing of any dispute with any invoice, and that invoices for which no such notification is made within 10 business days after receipt of the invoice shall be deemed accepted by the City.

5.4. Pricing shall remain fixed during the Initial Term after the effective date of this Contract. After this initial period, IPS shall have the right to adjust Contract pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

6. Warranties.

6.1. IPS shall provide a full 12-month warranty on all equipment as described in Exhibit A, IPS Limited Warranty, on all Equipment. Extended warranties are available for an additional fee.

6.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS shall provide on-site technical support within 24 hours Mondays through Fridays from 8:00 AM to 4:00 PM. IPS shall ensure the availability of current manuals and shall provide all manuals for any future

upgraded or new services.

6.3. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the shall pass to City upon delivery. Transfer of title to Equipment shall pass to City upon payment.

6.4. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS's SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS's LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

7. Intellectual Property and Confidential Information.

7.1. The City exclusively and solely owns all City Data and the intellectual property therein. IPS further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership rights in City Data. For purposes of this Agreement, "City Data" means all intellectual property of the City, including but not limited to occupancy data, financial records, programming configurations of the parking meters, GIS location and rates, and other operational data and tailored operational programming.

7.2. IPS may not provide or disclose any City Data to any third party without the City's prior written consent.

7.3. Any subcontract entered into by IPS relating to this Agreement, to the extent allowed hereunder, must include a like intellectual property provision to ensure that the City's ownership rights in City Data are preserved and protected as intended in this Agreement. Failure of IPS to comply with this requirement or to obtain the compliance of its subcontractors with such obligations constitutes a breach of this Agreement and will subject IPS to damages paid to the City and the imposition of all sanctions allowed by law, including but not limited to termination of this Agreement.

7.4. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Software being used by the City.

7.5. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use

within the City.

7.6. All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by IPS and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS Pre-Existing and Independently Developed IP.

7.7. IPS understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. However, the City also understands that the IPS Equipment and Software contain intellectual property, copyrights, and trade secrets that do not exist in the public domain. Therefore, the City agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by IPS for the purposes of reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law.

7.8. The provisions of this Section will survive expiration or termination of this Agreement.

8. Dispute Resolution.

8.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the City and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

9. Termination of Agreement.

9.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party will give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

10. Insurance.

10.1. IPS will provide original certificates of insurance providing evidence of coverage, and, where warranted, naming the City of San Fernando as an additional insured for the following and with the following minimum limits:

10.1.1. Worker's compensation – Statutory

10.1.2. Comprehensive General Liability and Automobile Liability -- $1 million combined single limit applying to bodily injury, personal injury and property damage. These policies shall be endorsed to name the City, its officers, elected and appointed officials, employees, contractors and agents as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.

10.1.3. Professional Liability (errors and omissions) -- $1 million per claim and aggregate.

10.2. No policy shall be cancelable without thirty (30) days advance notice, (10) days advance notice for non-payment of premium, to the City of San Fernando and each policy shall be in a form approved by the San Fernando City Attorney. In the event that the policy is cancelled prior to the completion of the project, the City of San Fernando may obtain the required insurance and deduct the premiums from the payments due in terms of the Agreement.

10.3. If the policy is a "claims made" policy, Insurance must be maintained and evidence of insurance must be provided up to six (6) months following the completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein.

10.4. As used herein, the term "IPS" includes any administrative sub-contractor, sub-consultant, agent, officer, or employee.

11. Defense and Indemnification.

11.1. IPS agrees to defend and indemnify City, its City Council, boards and commissions, officers, agents, and employees (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable

attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties.

11.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by City; (b) City changed, modified or altered the services rendered or tasks performed by IPS such that, absent City's actions, no such claims would have been brought against IPS and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.

11.3. In order for City to obtain the indemnification from IPS specified herein, City must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to IPS in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without City's prior written consent, unless all third party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.

11.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.

11.5. Limits of Liability: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENTAND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACT VALUE AS SET FORTH IN

THIS AGREEMENT.

12. Liens and Taxes.

12.1. City shall keep the parking meter equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. City shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

13. Notices.

13.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:	City:
IPS Group, Inc.	City of San Fernando
7737 Kenamar Court.	117 Macneil Street
San Diego, CA 92121	San Fernando, CA 91340
Attn: Chad Randall	Attn: Nick Kimball, Interim City Manager
chad.randall@ipsgroupinc.com	NKimball@sfcity.org
Tel: 858-4040-0607	Tel: 818-898-1202

14. Relationship of the Parties.

14.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.

15. Assignment.

15.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

15.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

16. General Provisions.

16.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.

16.2. Modification or Amendment. No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.

16.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.

16.4. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.

16.5. Governing Law. This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of California, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.

16.6. Venue and Jurisdiction. The City and IPS agree that the venue shall be in San Diego County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Southern District of California, or the Superior Court of California, County of San Diego, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.

16.7. Attorney's Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce rights, judgments or otherwise pursue, defend or litigate issues, or any other controversy arises from this Agreement, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and

disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorneys fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding.

16.8. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitles to terminate this Agreement without being liable for any claim from the other party.

16.9. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.

16.10. Authorization. Both Parties represent and warrant that the person executing this Agreement on behalf of each Party is an authorized agent who has actual authority to bind each Party to each and every term, condition, and obligation of this Agreement and that all requirements of each Party have been fulfilled to provide such actual authority.

16.11. Binding Document. The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.

16.12. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

16.13. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

CITY:
CITY OF SAN FERNANDO
a municipal corporation

By: _____
NICK KIMBALL
Interim City Manager

CONTRACTOR:
IPS GROUP, INC.,
a Pennsylvania corporation

By: _____
CHAD P. RANDALL
Chief Operating Officer

EXHIBIT "A"

SCOPE OF SERVICES / PRICING

Single-Space Product	Qty	Units	Unit Price
M5 Single Space Parking Meter (Model 795)	20	each	N/A trial
Rental Fee for extended trial period	20	Per unit per month	$25.00
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	20	Per unit per month	$5.75
Secure Credit Card Payment Gateway Fee	20	Per transaction	$0.13

Vehicle Sensors	Qty	Units	Unit Price
Dome vehicle detection sensor	10	each	N/A trial
Rental Fee for extended trial period	10	Per unit per month	$25.00
Data Fee and Meter Management System Software License Fee	10	Per unit per month	$3.50
Optional: Real-time date free	10	Per unit per month	$2.75

NOTE: All pricing does not include any required permits or applicable state or local taxes that are required to be paid by the City currently or in the future.

WEB-BASED

DATA MANAGEMENT SYSTEM

Data Management System

The IPS Data Management System (DMS) is a real-time, web-based application that allows parking professionals to remotely monitor their parking network from anywhere, at any time. A comprehensive set of financial, technical, and administrative reporting features paired with remote meter configuration make this system both intuitive and powerful. The DMS allows managers to seamlessly integrate parking meters with vehicle detection sensors, pay-by-cell capability, and other smart applications. (All reports can be exported into various formats, including XLS, CSV, and PDF.)



Key Benefits

- Real-time updates and live alerts
- Customizable routes to maximize efficiency
- Seamless integration with all IPS meters and sensors
- Flexibility to use as much, or as little data as you choose
- Ability to monitor meter health remotely
- Analytics view options to turn data into usable charts
- User profiles to control access
- Compatability with Android OS and Apple iOS

Sample Screens


Dashboard


Collections Trend


Battery Voltage



Visual Analytics

- Creates visual representations from large tables of data to gain insight into patterns and trends
- Allows customers to leverage data patterns and trends to derive strategy and optimize systems
- Provides flexibility to customize views and to highlight data based on customer needs



Financial Reports

- Provide real-time financial information on meters, sensors, and smart coin collection systems
- Include individual meter audits to assess revenue and coin content
- Display revenue of a particular city block, street, or neighborhood for easy rate evaluation
- Provide monthly and annual summaries of all transactions
- Assist in parking ticket adjudication by displaying the date/time of the purchase, the amount of time purhcased, and the transaction type



Technical Reports

- Provide real-time information and live alerts on the status of meters and sensors, including battery status, occupancy status, coin box status, and any faults such as coin or credit card jams
- Include detailed event view for each meter, which displays transactions, operational status, and maintenance logs
- Provide health status updates of the meter's power systems, which include battery and solar voltages



Administrative Tools

- Notify staff regarding faults and meter status via email, text message, or both to increase meter up-time and improve program efficiency
- Provide accurate control and asset management through installation and inventory reports
- Allow for easy adjustment of rates, hourly settings, and parking exceptions
- Include user profiles to control and monitor user access to the DMS



Utility Application

- Works with Android OS and Apple iOS
- Lets you view current maintenance requirements and log all service activity on your smart phone
- Generates a customized list for fault logging using the current city standards
- Allows access to change configurations and swap RFID tags remotely
- Displays meter fault list from any location and directs technicians to identified meters

For more information about **IPS Group's** dynamic parking solutions, please contact us.
Call for an on-site demo: **877-630-6638**
Online: **www.ipsgroupinc.com**

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SINGLE-SPACE PARKING METERS

M5 Parking Meter

IPS single-space meters provide customers and their patrons with a simple and consistent parking user experience which is more cost-effective, customer-friendly, and more reliable than alternatives. The patented IPS solution uniquely provides a credit card enabled single-space meter mechanism that retrofits into your current on-street parking meter housing. IPS smart meters offer multiple payment options (credit/debit card, contactless payment, coins, smart card, and tokens), access to real-time data, solar power technology, and a comprehensive web-based management system.



Physical Features

- Universal single-space meter mechanism retrofits almost all single-space meter housings, including Duncan, MacKay, and POM
- Easy retrofit installation takes less than 15 seconds and requires zero modification to existing housing
- Mechanism is protected by zinc alloy meter dome and UV resistant, anti-fog Lexan cover
- Keypad has four easy-to-read mechanical buttons for intuitive payment navigation—rated at more than 250,000 cycles
- Tri-colored LED lights on front and back of meter alert enforcement officers of meter status: paid (green), unpaid (red), and meter fault (yellow)
- Vandal resistant coin slot/chute allows for worry-free operation and quick servicing
- Environmentally-friendly solar panel and combination rechargeable/back-up battery pack maximize ongoing power
- Proven ability to operate under varying environmental conditions such as snow, sleet, rain, humidity, dust storms, extreme cold, and extreme heat
- RFID technology automatically identifies the meter location and downloads the correct operating parameters when meters are replaced

Product Line



Model 132



Model 147



Model 795



Payment Options

- Meters accept payment with credit/debit card, coins, tokens, and smart card at the meter terminal
- Optional features include contactless payment and NFC applications such as Google Wallet™ and Apple Pay
- Meters integrate with pay-by-cell applications for additional customer convenience options
- PA-DSS and Level 1 PCI-DSS certification ensures secure credit card transactions for customers



Wireless

- Meters communicate wirelessly via the cellular network and are connected to a web-based Data Management System (DMS), eliminating the need for communication hardware and customer software
- Meters wirelessly notify parking operations staff of any faults, such as a card reader or coin validator jam, via text message, email, or both



Graphical Display

- Large 160x160 pixel, backlit LCD operates at temperatures of -40˚F to 185˚F (-40˚C-85˚C)
- Display toggles between multiple screens which can display metered time, parking rates, maximum stay period messages, current time of day (including when meter will expire), and other alpha-numeric or graphical messages depending on the status of the meter
- Display can be programmed remotely via web-based DMS
- In the event of a coin jam, meter will continue to allow payment via credit/debit card, smart card, or pay-by-cell and will display "Cards only, No Coins". The message is reversed if there is a card reader jam



Centralized Data Management System

- Ability to integrate with other meter, enforcement, and third-party management systems
- Comprehensive set of financial and technical reports and administrative tools
- Revenue and payment information available in real-time to validate parking enforcement
- Wireless integration of vehicle detection sensors and smart cash collection systems for additional enforcement features and parking operations analysis

For more information about **IPS Group's** dynamic parking solutions, please contact us.
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Online: **www.ipsgroupinc.com**

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VEHICLE DETECTION

SENSORS

Sensors

IPS Vehicle Detection Sensors reliably detect the presence and absence of a vehicle in a parking space. The IPS sensor uniquely directs all sensing information to the IPS parking meter cellular communications backbone, saving customers the hassle of installing additional network equipment and dramatically reducing the cost of ownership. The IPS sensor uses multiple sensing technologies to detect vehicles. Its unique design provides the most accurate data on the sensor market and allows for quick installation and servicing.



Dome Mount

- Non-intrusive installation—sensor is integrated directly into the meter dome
- Easy access for maintenance and/or replacement
- Configuration for any parking environment
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required

Pole Mount

- Non-intrusive installation—sensor is mounted on the meter pole
- Easy access for maintenance and/or replacement
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required

In Ground

- In ground sensor contains both power source and antenna for a completely wireless solution
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required

Sensor Types



Dome Mount



Pole Mount



In Ground





Benefits

- Sensor communicates directly to IPS meter rather than a network overlay, such as mesh communication network, providing the most reliable communication transmission available at a significantly lower cost
- Real-time occupancy data is available via web-based data feed, supporting maps and smartphone applications
- Sensor recognizes car movement to prevent piggybacking and parking violations
- Cost-effective option to implement demand-based pricing strategies



app by ParkMe

Integration

- When paired with the IPS meter, sensors can seamlessly integrate with third-party applications such as mobile payments, enforcement, and parking guidance
- IPS back office system serves as a common data repository



Installation

- **Dome Mount:** Simply remove the existing Dome and replace with the new dome mounted sensor (requires M5 meters)
- **Pole Mount:** Attach the provided U-bolts and back plate to the pole. point backing plate towards the corresponding parking space and tighten the bolts
- **In Ground:** Can be done in coordination between City and IPS staff. For best performance, sensors are installed below-ground, typically 2-3 inches below the surface. For the most accurate results, sensors should be installed under the area where the metallic bulk of the car typically rests

For more information about **IPS Group's** dynamic parking solutions, please contact us.
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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager
By: Anthony Vairo, Police Chief

Date: April 17, 2017

Subject: Traffic Update

RECOMMENDATION:

It is recommended that the City Council receive and file this report.

BACKGROUND/ANALYSIS:

Annually, the Police Department compiles a Traffic Update (Attachment "A") to provide an overview of traffic-related statistics and trends to the City Council and the public. The report includes a six-year analysis (July 1, 2010 through June 30, 2016) of the Police Department's traffic enforcement and accident activity, which provides valuable information to the City Council and City Manager to assist in making well-informed decisions related to traffic issues and traffic enforcement and in evaluating funding additional resources to assure public safety.

CONCLUSION:

This presentation is intended to provide the six-year trend analysis of the Police Department's traffic enforcement and accident activity.

ATTACHMENT:

A. Police Department Traffic Report

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

ATTACHMENT "A"

City of San Fernando Police Department

Traffic Report

July 1, 2010- June 30, 2016

By:

Sergeant Irwin Rosenberg, Professional Standards and Training
San Fernando Police Department
910 First Street, San Fernando, CA 91340
irosenberg@sfcity.org
(818)898-1254

San Fernando Police Department statistical information was supplied by:

Sylvia Ortega, Police Records Supervisor

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I. Introduction

II. Traffic Division Duties

III. Traffic Collision Data

IV. Traffic Enforcement Data

V. Recommendations for the Future

I. Introduction

San Fernando City Code section 90-126 provides authority to establish a Traffic Division within the Police Department with specified duties and responsibilities. One of the responsibilities of the Traffic Division stated in section 90-130 requires that the Traffic Division prepare an annual Traffic Report regarding traffic issues in the City. Unfortunately, due to personnel cuts and budget reductions, the police department was was unable to staff the traffic division several years ago (2013) and the last annual report prepared was for Fiscal Year 2008-2009.

Based on recent direction from members of the city council, this report is being prepared to provide analysis of the traffic enforcement and accident activity during the past six (6) fiscal years (FY2010/2011 through FY2015/2016) to determine if further actions or efforts will benefit the residents and improve traffic safety within the City.

At the direction of Chief of Police Anthony Vairo, a comprehensive review of statistics is provided herein for the period of July 1, 2010 through June 30, 2016. The report is intended to provide an overview of the statistics and trends during this period of six (6) fiscal years. It will convey valuable information to the City Manager and City Council in supporting making well informed decisions related to traffic issues and traffic enforcement as well as assist in evaluating funding additional resources to assure the safety of the public. The report will also serve as a valuable tool in guiding the Police Department in improving overall traffic safety.

II. Traffic Duties

San Fernando City Code section 90-127 provides a general overview of the duties of the Traffic Division thus establishing guidance for the Police Department personnel in carrying out its traffic related duties. The section states, in part, that the duties include the following:

(1) Enforce the City's street traffic regulations and all of the state vehicle laws applicable to street traffic in the City;

(2) Make arrests for traffic violations;

(3) Investigate traffic accidents;

(4) Cooperate with the City Engineer and other City officers in the administration of the traffic laws and in developing ways and means to improve traffic conditions; and

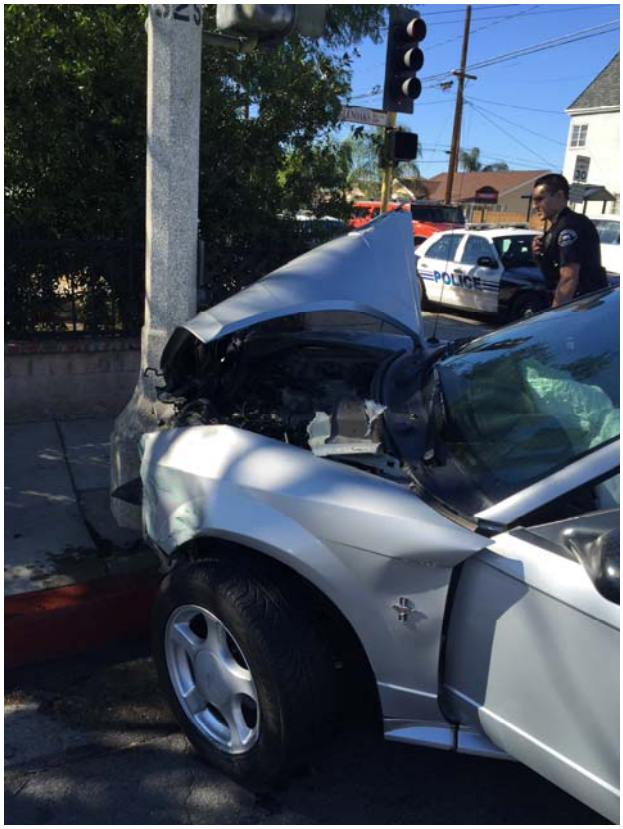
(5) Carry out those duties specially imposed upon such division by this chapter and the City traffic ordinances.

Clarifying each subsection articulated above can provide a foundation to understanding the different approaches and methods towards conducting traffic enforcement on the streets of San Fernando.

Enforcement by sworn Police Officers of street traffic regulations and state vehicle laws applicable to street traffic in San Fernando is accomplished primarily through legislative authority provided in the California Vehicle Code. Enforcement by both Police Officers and Community Service Officers of parking violations that can impact traffic issues is accomplished by enforcing applicable codes in the San Fernando City Code as well as by parking regulations in the California Vehicle Code. This report will only focus however on traffic collisions, traffic and pedestrian safety.

San Fernando Police Officers sometimes make arrests related to traffic law violations. Common violations that subject motorists to arrest are driving under the influence of alcohol or controlled substances (DUI) and attempting to flee or actually fleeing the scene after being involved in a traffic collision (hit and run). In the past, officers have made arrests of individuals driving without a license but more frequent than not officers will issue misdemeanor citations for violations of these laws and prepare a misdemeanor report for filing with the District Attorney. The vast majority of suspects arrested for traffic violations are charged with misdemeanors, although occasionally suspects are charged with serious felonies, such as hit and run with injuries, driving under the influence causing injuries, or being convicted of four or more offenses of driving under the influence.

Traffic collision investigation is a specialized skill that allows an Officer to determine the cause of a collision that was not personally witnessed by the Officer. The skill is obtained while attending a certified course in collision investigation. Once an Officer has completed this course, known as Basic Collision Investigation, an Officer can then issue citations at the scene of a collision to parties for violations of law although they likely did not personally witness the violation. This is authorized under California Vehicle Code section 40600 and is an authority granted by completing the Basic Collision Training course. In most instances, this training is received after completing a police academy program. As stated above, at the successful conclusion of this course, a Police Officer may determine that a specific driver caused or contributed to a collision, which is a valuable tool in assessing how to prevent future collisions.



During the most recent 12 months, Chief Vairo has established a priority to have all officers certified in accident investigation. At present, only three (3) patrol officers and two (2) detectives still remain to attend this training. In instances when an officer is not certified under basic accident investigation (40600 Vehicle Code), another officer is requested to respond to the scene of the accident and prepare a citation as allowed under 40600 of the California Vehicle Code. In addition, in October 2016, Chief Vairo authorized two officers to complete Intermediate Traffic Collision Investigation, raising the bar in regards to training in conducting more comprehensive collision investigations. These two officers will also soon be working together with a Detective of the Los Angeles County Sheriff Department in responding to fatal collisions outside the City to gain practical experience in investigating these more serious injury/fatal collisions.

In addition to the above training, as of the end of 2016, four additional officers have attended training to become certified in the use of Radar and LIDAR equipment thus further expanding our traffic enforcement resources and knowledge for our patrol officers.

III. Traffic Collision Data

In reviewing this report, you will note that traffic collisions are categorized by injury and non-injury collisions. The injury traffic collisions include any fatal accidents occurring during this period. The San Fernando Police Department considers a collision to involve an injury whenever a driver or passenger in any vehicle involved in a collision meets any of the following criteria:

- Reports a complaint of pain for a non-visible injury;
- Has a visible injury regardless if medical treatment is provided;
- Has any condition as a result of the collision that requires transportation to a hospital; or
- Suffers an injury as a result of the collision that causes death.

The Police Department uses a Vital Factor Spreadsheet to document statistics. The Vital Factor Spreadsheet has typically compared current data against historical data. Unfortunately, until Chief Vairo reinstituted the Vital Factor Spreadsheet this past year as a management tool, statistical data was only sporadically collected for several years following the departure of Chief Ordelheide.

The Vital Factor Spreadsheet reporting method is a valuable tool in identifying improvement or negative trends depending on the category represented. In the case of traffic collisions, the data can show trends which assist the Department in establishing strategies to improve the safety of motorists and pedestrians. In order to understand the data and what it represents, it is important to understand the categories represented on the Spreadsheet.

- The *Budget* number represents the three year average for all statistics as documented from FY 2007/2008 through FY 2009/2010 and used to create the baseline beginning for FY 2010/2011 as reflected in the tables below. This report compares all actual data for fiscal years 2010-2016 against these budgeted averages.
- The *Actual* number is the number of reported injury and non-injury traffic collisions for each fiscal year.
- The *Variance* number measures the increase or decrease of actual reported collisions against the budgeted number, which is the FY 2009/2010 baseline last reported.
- The Cause of Collisions section includes the most common Primary Collision Factor (PCF) violations. In other words, the violations shown are those that are most frequently identified as the major contributor to a collision, such as running

a red light, failing to yield on a left turn, speeding, and driving under the influence of alcohol or a controlled substance. Due to the fact that a significant number of collisions involved at least one driver that is unlicensed, this statistic is also tracked and reported below in the tables. It is also important to track the number of hit and run collisions, and other violations that are common in San Fernando area traffic collisions.

- Time of day in these tables below mirror the current patrol shift hours of day and night shifts and tracks during which hours of the day collisions occurred.

Table 1, below, is a report of injury traffic collisions for Fiscal Year 2010-2016



The scene of an injury traffic collision

Table 1

Injury Traffic Accidents		FY10-11	FYY 11-12	FY12-13	FY13-14	FY14-15	FY15-16	Total
Budget		96	96	96	96	96	96	576
Actual		81	85	67	89	94	96	512
Variance		-15	-11	-29	-7	-2	0	-64
Red Light		13	15	7	12	9	14	70
Left Turn		21	13	14	19	20	20	107
Speeding		9	19	6	11	13	9	67
Unlicensed Driver		31	20	23	40	25	27	166
DUI involved		4	5	8	4	3	9	33
Hit & Run		22	15	16	12	6	15	86
Accident Times								
0600 -1800 hours		54	59	50	68	81	58	370
1800-0600 hours		27	26	17	21	13	37	141

The above table reflects that injury collisions were about 11% less over a period of six (6) years when compared to the average in FY 2010/2011. A total of 512 injury accidents occurred versus an anticipated 576 when compared to the FY 2009-2010 reported three-year prior average. Some key contributing factors to these collisions included almost three quarters of these accidents (72.2%) occurred between the hours of 0600-1800 hours, near one third (32.4%) of the injury collisions involved an unlicensed driver and left turn violations contributed to just over one-fifth of the injury accidents (20.8%).

There were eighty-six (86) reported hit and run injury collisions (16.8%). DUI collisions contributed to thirty-three (33) injury collisions during this six year period (6.4%).

With regards to fatalities, we have had six (6) collisions involving seven (7) fatalities between FY2010-2015 as follows:

- June 2010 - One fatality-Intersection of Truman Street and Huntington Street
- February 2012 - One fatality-Intersection of Hubbard Avenue and Fourth Street
- December 2013 - One fatality (pedestrian)-585 Glenoaks Boulevard
- June 2014 - Two fatalities (pedestrians)-Intersection of Workman Street and Truman Street
- June 2015 - 1300 block of Truman Street-one fatality-motorcyclist-LAPD completed report and investigation due to fact this was related to an incident that started in the City of LA and ended with the motorcyclist losing control of the motorcycle and colliding with a fire hydrant while LAPD was still engaged in a following of the motorcyclist after an alleged shooting he was involved in within their City.
- July 2015 - One fatality(pedestrian)-Intersection of Harps Street and Glenoaks Boulevard

Of the six years reported, FY 2012/2013 experienced the lowest injury collision rate at sixty-seven (67), only 13% of the reported injury collisions. Excluding FY 2012/2013, injury collisions have slowly risen year over year and for 2015/2016 were up 15.7% compared to FY 2010/2011 reported actual of 81 injury collisions.

Table 2, below, is a report of the non-injury traffic collisions for Fiscal Year 2010-2011.

Table 2

Non-Injury Traffic Accidents	FY10-11	FYY 11-12	FY12-13	FY13-14	FY14-15	FY15-16	Total
Budget	204	204	204	204	204	204	1224
Actual	167	141	152	167	137	189	953
Variance	-37	-63	-52	-37	-67	-15	-271
Red Light	11	12	14	11	15	15	78
Left Turn	44	32	40	45	50	61	272
Speeding	14	11	15	12	14	17	83
Unlicensed Driver	44	27	29	38	48	38	224
DUI involved	22	21	15	21	13	10	102
Hit & Run	87	57	68	73	59	82	426
Accident Times							
0600 -1800 hours	109	96	104	98	87	127	621
1800-0600 hours	58	45	48	69	50	62	332

Again, we see a reduction in the number of non-injury collisions compared to the three year average budget number used for this reports baseline. During this time period, 953 non-injury accidents were reported compared to a possible 1224 projected forward using the budgeted 3 year average. This represents 22.2% less non-injury collisions than projected for the period. Here again, the leading contributing factor was left turn violations, with 272 identified violations occurring (28.5%) and unlicensed drivers reportedly involved in 224 incidents (23.5%) . Of significant concern is that DUI driver's contributed to 102 incidents or 10.7%.

Hit and run collisions associated with non-injury collisions were a reported 426 incidents or more than half at 55.3%. This is likely due to the fact these collisions often involved unlicensed drivers and a fear of the consequences related to driving and being involved in a collisions when driving unlicensed or with a suspended license.



The number of collisions during day shifts versus night shift hours again generally reflected the trend above for injury collisions. 65.4% of reported non-injury collisions occurred during daytime hours (0600-1800 hours).

The combined injury and non-injury collisions for FY2015/2016 were 285 compared to the reported 248 in FY 2010/2011. This is an overall increase of approximately 13%.

Looking at our past year of injury and non-injury collisions combined, including hit and run accidents, our highest incidents of traffic collisions occurred at or near the intersections below between the dates of July 1, 2015 through June 30, 2016. The top three are listed in order and the remaining had the same number of reported collisions:

1. Hubbard Avenue and Truman Street
2. Maclay Avenue and Truman Street
3. Brand Boulevard and Glenoaks Boulevard
4. Hubbard Avenue and Fourth Street
5. Maclay Avenue and Glenoaks Boulevard
6. Brand Boulevard and San Fernando Road
7. Huntington Street and San Fernando Road

In further reviewing the locations of collisions, it was noted that during this same period of July 1, 2015 through June 30, 2016, forty-three (43) collisions occurred at or near surface streets intersecting with Glenoaks Boulevard. This is likely an area to require directed enforcement which is discussed below. This may include assigning officers to conduct LIDAR enforcement as well as increase patrol focused on traffic enforcement to prevent collisions along this corridor between Arroyo Avenue and Hubbard Street on Glenoaks Boulevard.

IV. Traffic Enforcement Data

Traffic enforcement is a critical activity conducted by and entrusted to the sworn Police Officers of the Police Department. This activity can be affected by higher volumes of emergency and non-emergency calls for service, reduced staffing levels and other factors outside the control of department management. Since 2012, we have seen a significant reduction in personnel, non-staffing of the traffic division due to budget cuts, and the loss of valued grants such as the Office of Traffic Safety Grants that historically funded DUI saturation patrol and DUI/Driver License Checkpoints.

Regardless of the challenges faced and the lack of resources, the department has remained committed to one of its primary missions of traffic safety with attention to traffic enforcement directed at changing driver behavior by educating and penalizing violators who violate traffic laws. Typical penalties begin in the form of a "Notice to Appear" citation that requires the offender to appear in court. The disposition of the violation typically occurs in a court and is in the form of some type of penalty (e.g., a fine, restriction/loss of driving privilege, mandatory education (traffic school), community service, or a combination of these sanctions).

For more serious violations, such as driving under the influence (DUI), or driving while unlicensed or with a suspended license, the outcome can result in the arrest of the violator, suspension of driving privileges, and/or impounding of the violator's vehicle for up to 30 days. Depending on an individual's driving history, such as repeat DUI offenders with 4 or more convictions for DUI in the past 10 years or with a prior felony DUI arrest, can be then charged with a felony which may result in confinement in a state prison facility.

The data represented below in Table 3 demonstrates the arrests made by our Police Officers who engaged in DUI enforcement from FY 2010-2016.

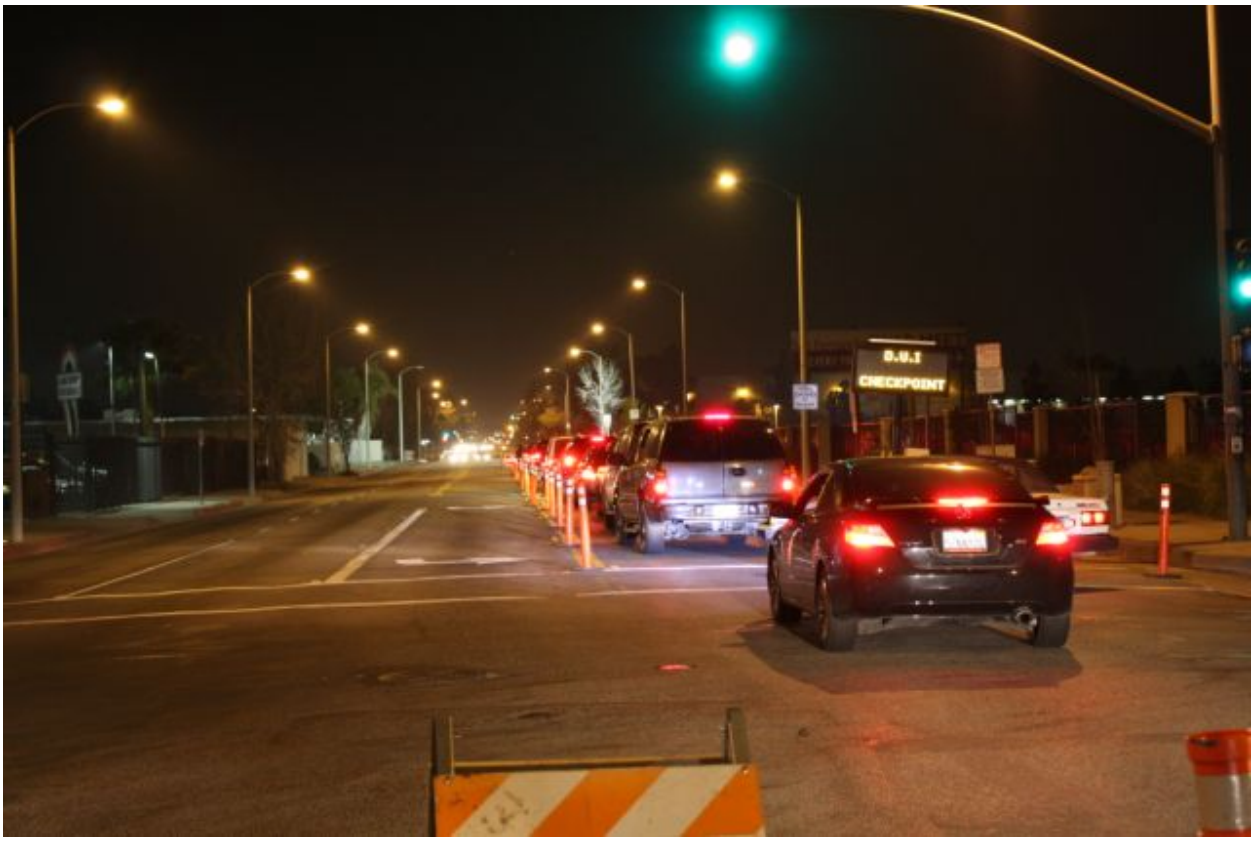
Table 3

DUI Arrests		FY10-11	FYY 11-12	FY12-13	FY13-14	FY14-15	FY15-16	Total
Budget		336	336	336	336	336	336	2016
Actual		249	146	129	105	190	63	882
Variance		-87	-190	-207	-231	-146	-273	-1134

As the chart above demonstrates, DUI arrests have declined substantially over the reported six fiscal years. It was anticipated in FY2010/11 that 336 arrests would be made based on prior 3 year averages. Unfortunately, DUI arrests have dropped and in FY 2010/2011, San Fernando Police Officers only made 249 arrests for DUI. This represents a reduction in arrests for DUI offenses of 25.9% for FY 2010/2011 compared to the baseline. Given the substantial changes in the personnel staffing levels, loss of OTS grants, and lack of resources to conduct checkpoints and saturation patrols, the result is not surprisingly a decline since 2010/2011's actual of 249 arrests to the lowest

reported in FY2015/2016 of 63 arrests. This represents 74.7% less arrests than the same period 6 fiscal years ago (2010/2011).

Although there has not been a corresponding jump over the six years in DUI related collisions, certainly more can be done to focus on enforcement to prevent DUI collisions. In response to this decline, Chief Vairo has committed to conducting DUI saturation patrols and a checkpoint during FY 2016/2017 despite the lack of OTS funding. He has charged the Patrol Commander, Lt. Hanchett, with scheduling these special enforcement details and selecting experienced and motivated officers to work these overtime assignments.



In order to further improve DUI enforcement activity, Chief Vairo has made it a priority to have all officers attend training in Standardized Field Sobriety tests (SFST's) and the Advanced Roadside Impaired Driver Enforcement (ARIDE) training programs, which both combined require 40 hours of advanced officer training. New and existing San Fernando Police Officers are gaining much needed expertise in detecting and prevent DUI drivers by attending these courses.



Officer Torres conducts Standardized Field Sobriety Tests (SFST's) to check for intoxication

Table 4, below, demonstrates the productivity of Police Officers who engaged in traffic enforcement during the fiscal years of 2010/2011 through 2015/2016. The chart tracks the most common violations. These categories were added due to the number of traffic collisions involving unlicensed drivers.

Table 4

Moving Citations		FY10-11	FYY 11-12	FY12-13	FY13-14	FY14-15	FY15-16	Total
Budget		7440	7440	7440	7440	7440	7440	44640
Actual		4742	2951	1457	1289	1053	777	12269
Variance		-2698	-4489	-5983	-6151	-6387	-6663	-32371
Red Light		176	166	104	94	68	67	675
Left Turn		137	103	118	92	96	47	593
Speeding		308	303	80	105	99	41	936
Stop Sign		310	237	141	116	102	86	992
Unlicensed/Suspended		1535	942	488	356	315	118	3754
Seat Belt		210	189	74	59	35	31	598
Impounds		1496	860	684	568	541	624	4773
Citation Times								
0600 -1800 hours		1100	776	473	470	400	202	3421
1800-0600 hours		1293	849	358	222	192	149	3063

Unfortunately, the number of issued citations has decreased substantially since 2010/2011. In the six years reported, 12,269 moving violations were issued with 2015/2016 reporting only 777 citations issued. This is a drop of 83.7%. Although we have not seen an alarming or even corresponding increase in collisions, which were up only 13% over the same period as reported above, the department can undoubtedly focus more attention on traffic enforcement activities.

Officer Dominguez about to conduct a traffic enforcement stop



Statistical Data Analysis

With regards to gauging results in the future, I would recommend using the three year average of fiscal years 2013/2014 through 2015/2016 of 93 for the baseline for injury collisions and 164 for non-injury collisions in 2016/2017.

Driving under the influence arrests reflected a significant decrease in enforcement statistics. As reported in Section VI, DUI arrests decreased by over 74% from Fiscal Years 2010/2011 through 2015/2016. It is recommended the new budget properly reflect the three year average of 10 DUI arrests per calendar month based on the averages of 2013/2014 through end of 2015/2016 fiscal year.

Moving violation citations also saw a significant decrease during the Fiscal Years period of 2010/2011 through 2015/2016 of over 83%. The *budget* for moving violation citations during the remaining Fiscal Year of 2016/2017 should be adjusted to 1040 and progress monitored against this benchmark until a dedicated traffic unit or personnel are assigned.

The impact of dedicating Traffic Enforcement officers to be responsible for the primary traffic enforcement duties of the Department should be immediately evident when compared to actual current benchmarks and the past three year averages.

The Office of Traffic Safety Grants

As discussed earlier in this report, the San Fernando Police Department received grants in the past from the California Office of Traffic Safety (OTS) to perform enforcement operations that would normally be impossible for us to execute given department resources and funding levels. The last grant that the Department received for DUI Enforcement and Awareness was in 2013.

In addition, the department has not received OTS grants for the “Click It Or Ticket” seatbelt campaign in the past several years. The Police Department however does recognize the importance of this campaign and has encouraged our Police officers to focus enforcement efforts during the month of May each year. The Officers are required to submit copies of these citations to their Watch Commander daily during such month to track our enforcement during the campaign.

In order to understand the impact of the lack of receipt of an OTS grant received by the Police Department for the DUI Enforcement and Awareness, it is important to point out that in the 2009/2010 report indicated the grant was $187,000 funding operations such as monthly static DUI and driver license checkpoints, eight (8) DUI saturation patrols, and two (2) undercover driver license court stings.

With the exception of the undercover operations, these operations were preceded by a press release to notify the public of the Department's intent and to comply with legal requirements for operations of these types. Because of the loss of this funding, we have not done these operations the past several years but in this fiscal year (2016/2017) as stated above, the Police Department intends to conduct two (2) checkpoints and (2) saturation patrol through the department's general budget.

Directed Enforcement

Directed enforcement is the identification of a traffic problem, and directing resources to solve it. For example, if a citizen complains about speeding on a specific street and can provide information on hours of the day when the problem is occurring, Police Officers working patrol, often with a LIDAR speed detection device, can be assigned to that area during the hours of occurrence to enforce speed laws in that area. These types of assignments can be very effective at solving an issue in the short term. Repeated assignments either by the result of a complaint or random assignments to maintain compliance is often needed to solve long term issues.

Pedestrian Safety and Passive Traffic Mitigation

Pedestrians obviously do not have the protection of being surrounded by a motor vehicle while they cross the street. In the last six years, the reported fatal traffic collision involved four (4) pedestrians. In the past, the Police Department has conducted operations targeted to enforce failure to yield to pedestrian violations. The operations typically involve a Police Department employee acting as a pedestrian who walks across a targeted intersection. Nearby Police Officers will monitor the pedestrian and issue citations to drivers who fail to properly yield to the pedestrian. Prior operations have included a sworn member of the department wearing a costume while acting as the pedestrian. Although we have not conducted these operations in recent years, it is recommended we will conduct two of these enforcement activities in areas recently reported as concerns prior to the end of fiscal year 2016/2017.



It should be noted Pedestrian safety has also been improved in recent years by the addition of in-ground sequential lighting systems. These lighting systems, such as the one installed at Third Street and Maclay Avenue, contain high intensity lights that blink when a pedestrian activates the system prior to crossing the street. The lights are visible even during bright daylight conditions. These lighting systems have been funded in the past by a grant from California Office of Traffic Safety.



The SFPD radar trailer cautioning motorists to slow down in front of San Fernando Middle School

The Police Department often deploys mobile equipment in the effort to gain compliance with speed laws. CSOs deploy radar trailers at various locations throughout the City to display vehicular speed to oncoming traffic. Most recently, this has been done on Glenoaks Boulevard in the area of Orange Grove Avenue due to speed complaints received from residents. The visible display gives drivers the opportunity to see how fast they are traveling and the opportunity to slow down if they are over the speed limit. It is also sometimes used as an educational tool and a reminder of speed limit changes in areas such as the Maclay Corridor where speed limits have drastically been altered over the years by street and landscape improvement.

V. Considerations for the Future

Dedicated Traffic Enforcement Personnel

Although there is not a significant increase in reported traffic collision in both injury and non-injury categories, it is evident from public comments and the significant decline in traffic citations issued that traffic enforcement requires more attention and dedicated resources. In order to implement a dedicated traffic unit, two (2) officers would be necessary. Further, based on the data above it is clear that the majority of injury and non-injury collisions occur during day hours 0600-1800 hours. It would be recommended any extra traffic enforcement resources therefore be assigned to these hours of duty.

To understand the cost of such, it is estimated each police officer at a top step rate of pay would cost approximately $159,613 per year with retirement and benefits. This would be the same cost regardless if this officer is assigned to a patrol vehicle or a motorcycle unit. The only additional payroll cost for a motorcycle officer would be $300 per month for the incentive paid in accordance with the current assignment pay stipend included in the MOU between the City and the San Fernando Police Officers Association.

In addition to payroll costs for a motorcycle officer, it is important to also consider costs for equipment, such as the helmet, motor officer pants, jacket and boots. Based on information provided by Irwindale Police, this is approximately $2,000 per officer.



Motor Officer and SFPD Legend, Officer Larry Barnard

With regards to vehicle costs, a motorcycle is estimated to cost approximately $29,992 to $31,882 based on pricing provided by Irwindale Police, Burbank Police and California Highway Patrol. In addition to the equipment included, an estimated $10,000 additional funding is required for the radio and LIDAR/Radar equipment.

As for a dedicated traffic vehicle, the patrol unit, a Ford Explorer, is estimated to cost approximately $31,500, plus the cost of equipment ranging from $8,500 to approximately $14,048, which is based on ability to reuse some equipment such as radios and MDT's but replacing lights and siren. If a new MDT is required, the cost is approximately $4,500 for MDT (mobile data terminal) and $5,000 for a radio. If you desire to have an automated vehicle plate reader (ALPR) affixed to the vehicle, the cost is approximately an additional $28,000. This would be of benefit in locating stolen and wanted vehicles. Based on estimates provided by Monterey Park Police, Burbank Police and Alhambra Police Departments for equipping a Ford Explorer, it is recommended we use $46,049 (excluding the cost of an MDT) to project costs for each vehicle placed in

service for purpose of budgeting if vehicles are to be purchased for a dedicated traffic unit or personnel.

Motorcycle versus Vehicle Traffic Officers

Although there has been some discussion of dedicating officers to a motorcycle unit, it should be noted that attempts in the past to certify three patrol officers as Motor Officers were unsuccessful resulting in failure early in the program or injury to the officer at motor school. Additionally, motorcycles have limitations such as they cannot, based on policy and concern for officer safety, pursue a vehicle once a patrol vehicle assumes responsibility and cannot provide transport for individuals arrested, such as for DUI or driver license violations. The transports require taking a patrol officer out of service to complete the transport. Dedicating a vehicle and officer for traffic can provide the benefit of being able to complete a task such as a pursuit or transport a person in custody as a result of a traffic enforcement activity. These vehicles also provide the benefit of shelter during inclement weather and storage of equipment essential to investigating or safeguarding an accident scene. The vehicles also provide flexibility for assigning persons to this function without the need to complete specialized motor training.

Whether the decision is made to dedicate an officer or officers in a vehicle to traffic enforcement or an officer on a motorcycle, this should be an assignment earned by existing officers to provide opportunity for advancement, increased pay and specialized assignment as well as maintain high morale. To my knowledge, all departments require officers compete for such assignments/positions internally and they do not hire from the outside to fill such positions. Officers hired with less seniority or new to the agency are used to back fill patrol positions left vacant by officers assigned to dedicated traffic enforcement.

Given crime trends, such as increases in property crimes due to the passage of Proposition 47 in 2014 and the decrease in personnel over the past six years, it is highly recommended that the department not dedicate officers to traffic enforcement until budgeted personnel deployment requirements are reached. During FY 2016/2017, this budget for sworn department personnel, including the Chief and one officer funded by the COPS grant, is thirty-one (31) sworn full time Police Officers,. Once this is reached, it would be recommended the department increase to thirty-three 33 sworn personnel in order to dedicate two officers to a traffic unit or a created traffic assignment.

Traffic Collision Mitigation Activities

The Department must work diligently to increase statistics and document them to better compete for OTS grants. In addition, the Department will need to conduct self-funded DUI saturation and check point enforcement as already committed to by Chief Vairo to demonstrate the need for the funding. Conducting at least two (2) checkpoints and two (2) saturation patrols during the remainder of this fiscal year, funding available, will help to provide statistical data to support the grant application for 2017/2018 fiscal year.

It is also recommend that two days be selected in May 2017 to conduct separate “Click It Or Ticket” enforcement to demonstrate the need for this funding as well for a future OTS grant. Two officers working two separate dates for at least four hours per day during peak traffic hours, one from 0700-1100 hours and one from 1400-1800 hours should provide coverage to focus on seatbelt and child safety seat violation. It would be recommended their focus also be on streets with high frequency of collisions, such as Glenoaks Boulevard, Truman Street and San Fernando Road.

The following efforts are or have been taken under the direction of the Public Works Department:

- City recently completed the grant-funded safe routes to school improvements at various locations to improve pedestrian and vehicle safety.
- City recently completed the grant-funded installation of pedestrian countdown signals at 18 intersection locations to improve pedestrian safety.
- City is finalizing a grant-funded Safe and Active Streets Master Plan that will identify recommendations for safety and mobility improvements in the entire community.
- City received grant funding through the state HSIP program to make safety improvements along the Glenoaks corridor. Improvements include traffic signal upgrades, intersection lighting, and small median islands at signalized 5-6 intersections. Design work is underway. Work will be completed in conjunction with street resurfacing improvements on Glenoaks during this fiscal year.
- City has applied for grant funding to make traffic signal improvements at intersections adjacent to the railway corridor. Improvements would include new signal cabinets/equipment to allow for parallel traffic to continue travel during train crossing times.
- City is working with Metro and Metrolink in regards to the Double Tracking Project along the railway corridor. The City is requesting traffic safety improvements at intersections and utility improvements underneath the corridor, among others.

Directed Enforcement

Directed enforcement should continue in response to citizen complaints and Department identified issues. With dedicated Traffic personnel, resources can be directed at known issues, such as high traffic densities around our local schools during the morning drop-off and afternoon pick-up periods. Until such is available, it is recommend that watch commanders assign personnel to specific locations during specified periods and create calls for service in CAD for these assignments. Relying on officers to determine availability to conduct these focused enforcements has produced sporadic and minimal results. Watch Commanders will need to direct and assign personnel to these CRM activities to ensure improved results and tangible statistics to

monitor improvement and enforcement activity. Given the above statistics, it is recommended one area of focus be the Glenoaks Boulevard Corridor.

Citation Fine Allocations:

In considering how to fund the additional costs of a traffic unit or traffic personnel, it is important to understand that the majority of funds generated from traffic enforcement activity related to the issuance of moving violations are not received by the Police Department. In fact, a large percentage of funds generated by traffic enforcement (court fines) are allocated to traffic programs of the Public Works department as legislatively mandated. The important point however is that increased police activity focused on traffic safety benefits the community and public safety even though there is no significant financial benefit to the Police Department for issuing moving violations to support additional resources for traffic enforcement.

To better understand the revenues generated and how they are allocated, the historical allocations are reported below in Table 5 based on data gathered from the City Budget and City's Revenue Detail Reports.

Table 5

Year	Total Revenue	Police Allocation	Public Work Allocation
FY 10/11	$183,464	$14,925	$168,539
FY 11/12	$64,273	$10,471	$53,803
FY 12/13	$39,092	$6,984	$32,108
FY 13/14	$25,786	$8,163	$17,623
FY 14/15	$26, 291	$5,572	$20,719
FY 15/16	$44,389	$30,893	$13,496

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, Interim City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: April 17, 2017

Subject: Consideration to Award a Construction Contract for Alexander Street Improvements between First Street and Fourth Street, CDBG Project No. 601819-16 Job No. 7596, Plan No. P-723

RECOMMENDATION:

It is recommended that the City Council:

a. Approve plans and specifications (Attachment "A") for the Alexander Street Improvements between First Street and Fourth Street, CDBG Project No. 601819-16, Job No. 7596, Plan No. P-723;

b. Accept the lowest responsive bid from All American Asphalt, for construction of these improvements;

c. Authorize the City Manager to execute a Construction Contract with All American Asphalt, (Attachment "B" - Contract No. 1847) for an amount not to exceed $143,979.12; and

d. Establish an amount of 20% of the contract amount ($28,795.82), as a contingency, to cover the cost of unforeseen construction expenses.

BACKGROUND:

As part of the City's Fiscal Year (FY) 2016-2017 Budget, the City Council approved a project titled "CDBG Street Resurfacing", which involves the rehabilitation of local roads. This project is funded through Community Development Block Grant (CDBG) funds. The project includes the installation of asphalt overlay, new traffic striping, accessible curb ramps, cross gutters, sidewalk and curb improvements.

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

ANALYSIS:

Project Details
The proposed project includes the following improvements:

- Repair sidewalks/curb ramps in compliance with ADA accessibility requirements, and repair and replacement of curb, cross gutter, asphalt concrete (AC) Pavement;

- Construction of Asphalt-Rubber Hot Mix (ARHM) overlay; and

- Installation of striping.

On March 29, 2017, at 11:00 a.m., the City Clerk received and opened six bids for construction of these improvements (Attachment "C"). Staff analyzed all bids and determined the bid from All American Asphalt to be the lowest responsive bid. The table below summarizes the bids received for project construction:

RANK	BIDDER	BID AMOUNT
1	All American Asphalt	$143,979.12
2	Excel Paving Company	$159,083.25
3	Hardy & Harper, Inc.	$161,000.00
4	Toro Enterprises, Inc.	$173,890.00
5	EC Construction	$177,101.80
6	R.C. Becker and Son	$184,660.47

All American Asphalt has successfully completed similar projects for the cities of Rancho Santa Margarita, Newport Beach, Montclair and Beverly Hills.

Timeline
If the construction contract is awarded by the City Council, staff will work to complete this project according to the following schedule:

- April 17, 2017
  City Council Award of Contract

- May – June 2017
  Tentative Construction Schedule

As indicated in the project bid specifications, the contractor has 30 working days to complete the project.

BUDGET IMPACT:

The total estimated construction cost for this capital project is $172,775, including contingencies. Funding is included in the City's approved FY 2016-2017 budget through Community Development Block Grant (CDBG) funds.

SOURCES		
Fund	**Account Number**	**Allocation**
CDBG	026-3693-0127	$ 229,648
Total Sources:		**$ 229,648**

USES		
Activity	**Account Number**	**Cost**
Inspection	026-311-0127-4600	$ 20,000
Construction	026-311-0127-4600	$ 143,979.12
Contingency (20%)	026-311-0127-4600	$ 28,795.82
Expenditures-to-Date (if applicable)		
CDBG Admin	026-311-0127-4270	$ 15,000
Total Uses		**$ 207,774.94**

CONCLUSION:

It is requested that the City Council award a construction contract to complete street improvements in the community.

ATTACHMENTS:

A. Plans and Specifications
B. Contract No. 1847
C. Bid Summary

CITY OF SAN FERNANDO, CA

CONTRACT DOCUMENTS

ALEXANDER STREET IMPROVEMENTS
BETWEEN FIRST STREET AND FOURTH STREET
CDBG PROJECT NO. 601819-16
PROJECT NO. 7596, PLAN NO. P-723

REGISTERED PROFESSIONAL ENGINEER
YING KWAN
EXP. 03-31-2018
NO. 42418
CIVIL
STATE OF CALIFORNIA

Prepared by: _____ Date: 2/16/17
Manuel Fabian, Civil Engineering Assistant II

Under the Supervision of: _____ Date: 2/16/17
Ying Kwan, P.E., City Engineer

MAP OF THE CITY OF SAN FERNANDO

AREA 2.42 SQ. MILES

SCALE = 1" = 1200'

PROJECT LOCATION

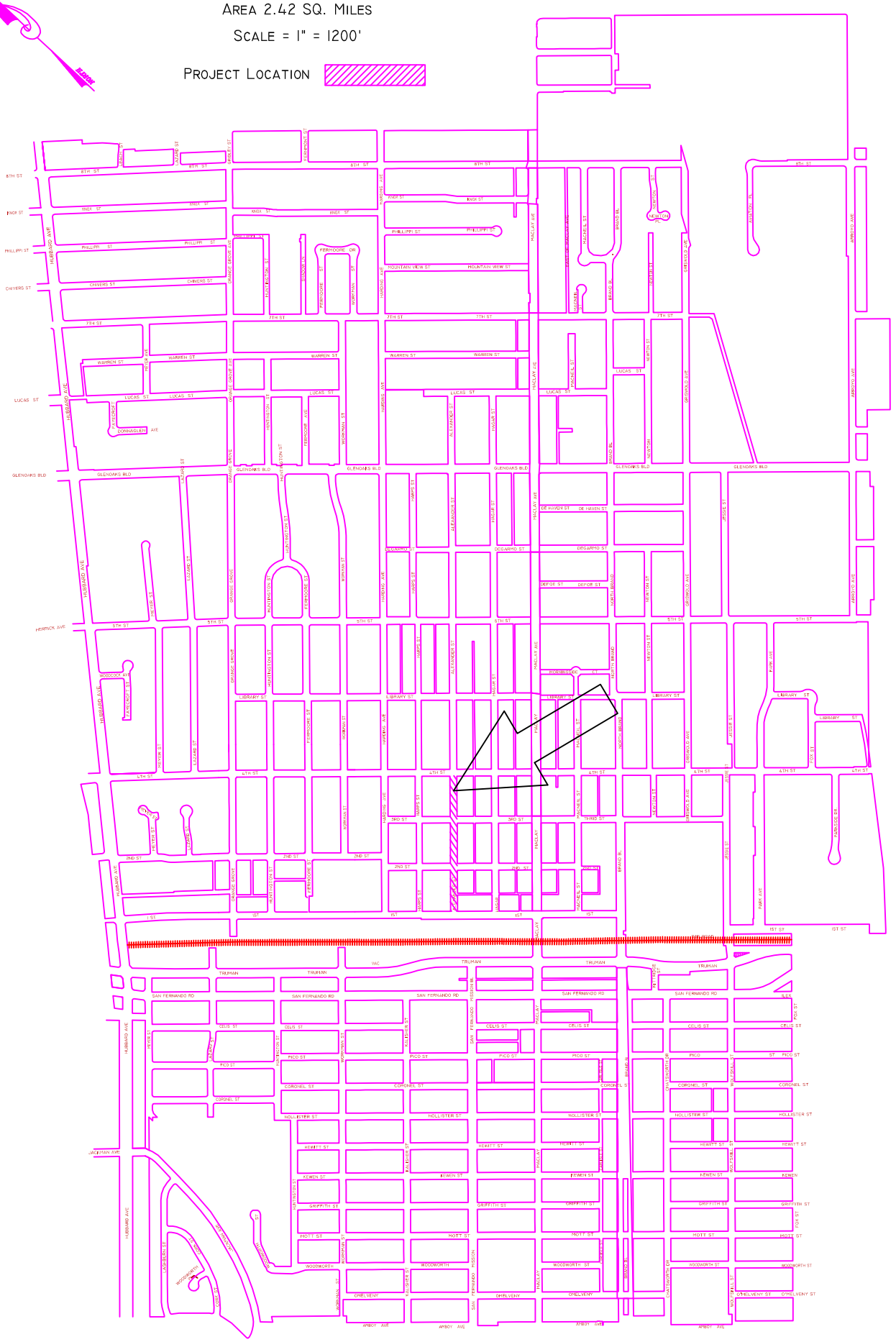


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Federal Requirements

(A) The following documents (pages A-1 to A-4, A-7, and A-8) must be submitted with the bid package:

Non-Collusion Affidavit A-1
Non-Segregated Facilities Certification A-2
Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports A-3
Section 3 Economic Opportunity Plan A-4
Section 3 Resident Certification A-7
Section 3 Business Certification A-8

(B) The following documents must be submitted prior to award of contract:

Section 3 Economic Opportunity Report A-5
Contractor's Outreach Efforts A-6
Contractor's Notification of Subcontracts Awarded A-9
Federal Lobbyist Certification A-10
County Lobbyist Certification A-11
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NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 A.M. on Wednesday, March 29, 2017**, and said bids will be publicly opened and declared for performing work on the following project:

ALEXANDER STREET IMPROVEMENTS
BETWEEN FIRST STREET AND FOURTH STREET
CDBG PROJECT NO. 601819-16, JOB NO. 7596, PLAN NO. P-723

The project consists of roadway resurfacing and concrete replacement. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; construction of ARHM overlay; adjustment to grade of water valve and sewer manhole frame and cover; installation of tree; installation of traffic striping and pavement marking; and miscellaneous appurtenant work. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions. Based on the quantities listed in the Proposal, the construction cost is estimated to be in the range of $195,000 to $210,000.

There is a MANDATORY pre-bid meeting scheduled for Wednesday, March 22, 2017 at 2:00 P.M. to go over the CDBG HUD Section 3 requirements for the project.

The contract time for the project is thirty (30) working days.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of ninety (90) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City. Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond made payable to the City of San Fernando or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the Contractor and his/her subcontractors shall obtain a City business license. At the time of bidding, the Contractor must possess a valid California **Class A** Contractor's License.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of ½ of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of ½ of 1% of the bidder's total bid or $10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof

of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. A contractor working on a federally assisted project must be eligible to participate in the award of that contract. The Contractor shall adopt the current Federal and/or State general prevailing rates of wages applicable to the work to be done. If Federal and State wage rates are applicable, then the higher of the two will prevail.

The Federal/State General Prevailing Wage Rate Determination as established by the United States Department of Labor/California Department of Industrial Relations is available at http://www/wdol.gov/wdol/scafiles/davisbacon/CA33dvb?v=5 and http://www.dir.ca.gov/DLSR/PWD/index.htm, respectively, and in the Public Works Department at City Hall.

This is a HUD Section 3 contract and all bidders must commit to achieving the Section 3 employment and contracting goals to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 requirements shall be considered a non-responsive bidder to this Invitation for Bids. Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally charted bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, www.sfcity.org, for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Manuel Fabian, Civil Engineering Assistant II, via e-mail at mfabian@sfcity.org to be placed on the plan holders list.** Compact disk (CD) of the plans and specifications may be obtained for a non-refundable fee of **$5.00** each at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340. If mailing is requested, an additional fee of **$5.00** is required to cover postage and handling. Any questions pertaining to the project shall be submitted by Friday, March 24, 2017 by 4:30 p.m.

Addenda, if any, will NOT be distributed to the planholders, and will ONLY be posted on the City website. **It shall be the Bidder's responsibility to check the City website for any addenda.**

City of San Fernando

Date: March 9, 2017

By: Ying Kwan, P.E.
City Engineer

Daily News
03/09/2017
03/16/2017

Sun
03/16/2017

INSTRUCTIONS TO BIDDERS

1. GENERAL Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein, and must be properly signed by the bidder. The bidder's address, telephone number, and California State Contractor's License number must be included. To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if all the above information is not furnished.

This is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. If Federal and State prevailing wage rates are applicable, then the higher of the two will prevail.

The contractor shall adopt the current federal and/or state general prevailing rates of wages applicable to the work to be done.

This is a HUD Section 3 contract and all bidders must commit to achieving the Section 3 employment and contracting goals in order to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 shall be considered a non-responsive bidder for this Notice Inviting Bids.

Each proposal submitted must be presented in a sealed cover, and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

Bid Quotes and Unit Price Extensions – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on the Contractor's Proposal form. In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing the Bidder's intention. The bid total will be corrected to conform to the specified unit price.

Bid Retention and Award – The City reserves the right to retain all bids for a period of ninety (90) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

Communications Regarding Bid – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

2. EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the

Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals which show obviously unbalanced prices, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the Bidder's signature will be rejected.

4. AWARD AND EXECUTION OF CONTRACT The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

5. SIGNATURE OF CONTRACTOR

a. Corporation Any bids submitted by a corporation must include the name of the corporation, and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.
b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

6. BONDS

a. Bid Bonds Bid must be accompanied by cash, cashier's check, certified check, or surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.

b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

Whenever any Surety or Sureties on any such bonds, or any bonds required by Law for the protection of the claims of laborers and material men become insufficient or the City Engineer has cause to believe that such Surety or Sureties have become insufficient, a demand in writing may be made of the Contractor for each further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.

8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:

P-1&2 Contractor's Proposal
P-3 Bidder's Bond
P-4 Contractor Information
P-5 List of References
P-6 List of Subcontractors
P-7 Minority, Women, Small Business Enterprise Form
P-8 Certificate of Secretary of Adoption of Resolution
P-9 List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
P-10 Non-Collusion Affidavit

The following documents in the FEDERAL REQUIREMENTS section of these Contract Documents must be completed and submitted with the bid package:

A-1 Non-Collusion Affidavit
A-2 Certification of Non-segregated Facilities
A-3 Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports Form.
A-4 Section 3 Economic Opportunity Plan
A-7 Section 3 Resident Certification
A-8 Section 3 Business Certification

The following documents in the FEDERAL REQUIREMENTS section of these Contract Documents must be completed and submitted prior to award of contract:

A-5 Section 3 Economic Opportunity Report
A-6 Contractor's Outreach Efforts
A-9 Contractor's Notification of Subcontracts Awarded
A-10 Federal Lobbyist Certification
A-11 County Lobbyist Certification
A-12 Equal Employment Opportunity Commitment
A-71 Fringe Benefit Payment Certification
A-72 Notice of Section 3 Commitment
A-73 Worker's Compensation Certification

PROPOSAL

CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

ALEXANDER STREET IMPROVEMENTS
BETWEEN FIRST STREET AND FOURTH STREET
CDBG PROJECT NO. 601819-16
PROJECT NO. 7596, PLAN NO. P-723

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **thirty (30)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

_____ _____
Dated Bidder

_____
Signature

_____
Name (Print/Type)

_____
Title

BID SCHEDULE

ALEXANDER STREET IMPROVEMENTS BETWEEN FIRST STREET AND FOURTH STREET
CDBG PROJECT NO. 601819-16, PROJECT NO. 7596, PLAN NO. P-723

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Cold mill 0.5" to 1.5" AC pavement.	SF	45,000	$	$
2	Construct 1.5" ARHM overlay.	TON	450	$	$
3	Remove and replace 4" PCC sidewalk.	SF	1,500	$	$
4	Remove and replace variable height PCC curb and gutter per SPPWC 120-1.	LF	NOT USED	$0 00	$0 00
5	Remove and replace 6" PCC drive approach per SPPWC 110-2, Type A.	SF	800	$	$
6	Construct PCC access ramp w/ truncated dome.	EA	6	$	$
7	Remove existing PCC drive approach and construct 4" PCC sidewalk.	SF	225	$	$
8	Remove and replace variable height PCC curb per SPPWC 122-1	SF	50	$	$
9	Remove and replace 8" PCC cross gutter/spandrel.	SF	600	$	$
10	Adjust water valve box frame and cover to grade.	EA	6	$	$
11	Adjust manhole frame and cover to grade.	EA	5	$	$
12	Install traffic striping, signage and pavement marking including house numbers.	LS	1	$	$
13	Re-establish survey monument	EA	18	$	$
				BID TOTAL	**$**

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received:_____

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of San Fernando in the sum of _____ _____ ($_____) to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of which sum well and truly made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden _____ to construct _____ (insert names of streets and limits to be improved) dated _____ is accepted by the City of San Fernando, and if the above bounden his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) days (not including Sunday) from the date of the mailing of a notice to the above bounden _____ by and from the said City of San Fernando that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____ , 2017.

Principal	Surety
By_____	By_____
Its_____	Its_____
By_____	By_____
Its_____	Its_____

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

_____

_____

_____

CONTRACTOR INFORMATION

Company Name _____

Address _____

Telephone _____Fax _____E-mail _____

Type of Firm: Individual ( ) Partnership ( ) Corporation ( )

Corporation organized under the laws of the State of _____

Contractor's License Number _____State ___Classification _____Expiration Date _____

DIR Registration Number _____Expiration Date _____

Names and titles of all officers of the firm

_____

_____

_____

_____

LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

2. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

3. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

4. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

5. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

6. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $_____

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4l08, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

BUSINESS NAME: _____
ADDRESS (P.O. BOX NOT ACCEPTABLE): _____
CITY, STATE, ZIP CODE: _____
PHONE NUMBER (_____)_____ CONTACT PERSON: _____

1. MINORITY OWNED
   Composition of ownership (more than 50% of ownership of the organization): Please check one of the following:

   _____ Black American _____ Asian/Pacific American

   _____ Native American _____ Hispanic American _____ Other ethnicity

2. WOMEN OWNED
   More than 50% of this business is owned by women:

   _____ Yes _____ No

3. SMALL BUSINESS ENTERPRISE
   This business enterprise collects $1,000,000 or less in gross revenue per year.

   _____ Yes _____ No

Does your firm intend to use subcontractors or independent contractors for this project?

_____ Yes _____ No

If yes, all others must fill out the bidder's application also.

Has this business been certified by any other agency as a minority/women owned enterprise or small business enterprise?

_____ Yes _____ No

If yes, please list name(s) and telephone number(s) of certifying agencies.

Is this a joint venture proposal?

_____ Yes _____ No

CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

I, _____(insert name of Secretary), do hereby certify that I am the Secretary of _____(insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the _____day of _____ , 2017 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, _____, _____President _____, Vice President and _____, secretary *(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion)*, be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this _____day of _____, 2017.

_____
Secretary

Affix Seal

LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO RECEIVE PRICES IN PREPARATION OF BID PROPOSAL

1. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

2. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

3. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

4. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

5. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

6. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

NON-COLLUSION AFFIDAVIT

ALEXANDER STREET IMPROVEMENTS
BETWEEN FIRST STREET AND FOURTH STREET
CDBG PROJECT NO. 601819-16
PROJECT NO. 7596, PLAN NO. P-723

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____,being first duly sworn, deposes and

says that he is _____
(Sole owner, partner, president, secretary, etc.)

of _____
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

_____ _____
Date Bidder

_____
Authorized Signature

_____
Name (Print/Type)

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____
Title

On _____, 2017 before me, _____,

personally appeared _____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 acknowledge 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.

(Notary Seal)

_____
Signature of Notary Public

CONTRACT

THE CITY OF SAN FERNANDO

SAMPLE CONSTRUCTION CONTRACT/AGREEMENT

[CONTRACTOR'S NAME]

Alexander Street Improvements between First Street and Fourth Street, CDBG Project No. 601819-16 Plans (P-723) and Specifications (Job No. 7596)

THIS AGREEMENT, made and entered into this _____day of _____, 2017, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____"CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **Alexander Street Improvements between First Street and Fourth Street, CDBG Project No. 601819-16 Plans (P-723) and Specifications (Job No. 7596)**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Alexander Street Improvements between First Street and Fourth Street, CDBG Project No. 601819-16 Plans (P-723) and Specifications (Job No. 7596)** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated _____.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of _____ _____ ($_____).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-

like manner without interruption, and to complete the construction thereof within **thirty (30)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars ($500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars ($50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement. **Contractor understands this is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. Contractor acknowledges that if Federal and State wage rates are applicable, then the higher of the two will prevail.**

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

> The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars ($50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and

materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or $1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

_____
CONTRACTOR

BY _____

_____
Title

BY _____

_____
Title

CITY OF SAN FERNANDO
A Municipal Corporation

_____
NICK KIMBALL
INTERIM CITY MANAGER

ATTEST:

_____
ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

_____
RICK R. OLIVAREZ
CITY ATTORNEY
OLIVAREZ MADRUGA, P.C.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Specifications.

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction, including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

Subsection 1-2 Definitions

Add the following to the provisions of Subsection 1-2, "Definitions":

The Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, of the State of California, Department of Transportation, and the Los Angeles County Department of Public Works Standard Plans, are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern. In case of a conflict between drawings and Technical Provisions, Technical Provisions shall prevail.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

Subsection 2-1 Award and Execution of the Contract

Add the following to the provisions of Subsection 2-1, "Award and Execution of the Contract":
By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

Subsection 2-4 Contract Bonds

Add the following to the provisions of Subsection 2-4, "Contract Bonds":

The performance bond shall remain in effect at least until the date of substantial completion/notice of completion, except as otherwise provided. The contractor warrants and guarantees to the City that all work will not be defective. The contractor shall furnish a warranty performance and payment bond equal to at least one hundred percent of the final contract price or $1,000, whichever is greater, before the contract performance and payment bonds can be released or the retention payment paid. The warranty performance and payment bond shall be in effect until at least one year after the date of the notice of completion, except that utility work shall require it to be in effect for three years.

Subsection 2-5 Plans and Specifications
Add the following to the provisions of Subsection 2-5, "Plans and Specifications":

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

Subsection 2-10 Authority of Board and Engineer
Add the following to the provisions of Subsection 2-10, "Authority of Board and Engineer":

The Engineer shall retain all written protests filed, and, upon completion of the work, shall submit all such protests to the City Council, together with a copy of the Engineer's prior written decisions for consideration by the City Council at the time of final acceptance of the work. The Contractor or its representative may appear and be heard by the City Council concerning any such protests. In connection with acceptance of the work and final payment under the Contract, the City Council shall make its determination with respect to each protest filed with the Engineer. The decision of the City Council shall be final.

Subsection 2-11 Inspection
Add the following to the provisions of Subsection 2-11, "Inspection":

Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

SECTION 3 - CHANGES IN WORK

Subsection 3-3 Extra Work
Add the following to the provisions of Subsection 3-3.1, "General":

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal

unless prior authorization from the engineer is obtained in writing.

Subsection 3-4 Changed Conditions
The Contractor's failure to provide written notice of changed conditions within 48 hours upon their discovery to the Engineer and before they are disturbed shall constitute a waiver of compensation and claims in connection therewith.

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

Subsection 3-5 Disputed Work
Add the following to the provisions of Subsection 3-5, "Disputed Work":

A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of $375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.

B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of $375,000 or less).

Filing and Response to Defined Claim

The Defined Claim shall be in writing, include the documents necessary to substantiate the Defined Claim, and be filed with the Owner on or before the date of the final payment for the work.

If the Defined Claim is less than $50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is over $50,000, the Owner shall respond in writing to the Defined Claim within 60 days of its receipt, or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the

Contractor in producing the additional information or requested documentation.

Meet and Confer Regarding Defined Claim
If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.

Procedures for Civil Actions Filed to Resolve Defined Claims
The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

Non-Binding Mediation Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

C. RESOLUTION OF CLAIMS OTHER THAN DEFINED CLAIMS The provisions of this Paragraph C shall apply to all claims that are not "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in excess of $375,000.00).

Written Claim
If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California

Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

Limitation Period

Demand for Arbitration of any claim other than a Defined Claim shall be served upon the Owner within the time limits set forth in Division 3.6 of the California Government Code for commencement of legal proceedings against a local public agency.

Arbitration

Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of California Code of Civil Procedure Sections 1280, et seq. The parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner: (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Owner shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator; (2) In the event that none of the names submitted by Contractor are acceptable to Owner or if for any reasons the Arbitrator selected in Step (1) is unable to serve, the Owner shall submit to Contractor a list of the five names of persons acceptable to Owner for appointment as Arbitrator to Contractor who shall in turn have 10 days in which to determine if one such person is acceptable; (3) If after Steps (1) and (2) the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.

SECTION 4 - CONTROL OF MATERIALS

Subsection 4-1.3 Inspection Requirements

Add the following to the provisions of Subsection 4-1.3, "Inspection Requirements":

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

SECTION 5 - UTILITIES

Subsection 5-1 Location
Add the following to the provisions of Subsection 5-1, "Location":

Utilities for the purpose of these Special Provisions shall be considered as including but not limited to; pipelines; conduits; transmission lines; appurtenance of both public utilities and private industries, business, or individual; storm drains; sanitary sewers; and street lighting conduits.

The City has endeavored to locate and indicate on the drawings all underground utilities, facilities, and obstructions within the limit of the work under this contract or so nearly adjacent thereto as to interfere with the execution of the work. However, the accuracy and completeness of the utilities location indicated on the plans is not guaranteed. Sewer service lines, gas service connections, and street lights and traffic signal conduits may not be shown on the plans.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

1.	Verizon Company	800-483-1000
2.	Edison Company	800-611-1911
3.	Southern California Gas Company	800-427-2200
4.	San Fernando Water Department	818-898-1293
5.	L.A. City Municipal Services	800-342-5397
6.	L.A. Metropolitan Water Dist.	626-844-5610
7.	Time Warner Cable	818-700-6500
8.	Pacific Pipeline Co.	800-987-4737

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

Subsection 6-1 Construction Schedule and Commencement of Work
Add the following to the provisions of Subsection 6-1, "Construction Schedule and Commencement of Work":

The Contractor shall begin work within ten (10) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in the Contractor's Proposal expires.

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 3:30 p.m.

Subsection 6-6 Delays and Extensions of Time

Add the following to the provisions of Subsection 6-6, "Delays and Extensions of Time":

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

Subsection 6-7 Time of Completion
Add the following to the provisions of Subsection 6-7, "Time of Completion":

Where a single shift is worked, eight (8) consecutive hours between 7 a. m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 7 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Cesar Chavez's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Subsection 6-8 Completion and Acceptance
Add the following to the provisions of Subsection 6-8, "Completion and Acceptance":

Final inspection and recommendation of completion by the Engineer does not constitute acceptance of the project. The contractor remains responsible for the project until acceptance of the work by the City Council.

Subsection 6-9 Liquidated Damages
Add the following to the provisions of Subsection 6-9, "Liquidated Damages":

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of Five Hundred Dollars ($500.00) per day for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contract, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost

of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimates shall not be included in such charges.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

Subsection 7-2 Labor
Add the following to the provisions of Subsection 7-2, "Labor":

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or

2. When the number of apprentices in training in the area exceeds a ratio of one to five, or

3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or

4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Subsection 7-2.2 Laws
Add the following to the provisions of Subsection 7-2.2, "Laws":

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City

of San Fernando, $25.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the contractor shall forfeit as a penalty to the City of San Fernando, $50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor.

In accordance with the provisions of Section 1770 to 1777 inclusive, of the Labor Code of the State of California, the City Council of San Fernando has adopted the general prevailing rates of per diem wages applicable to the work to be done as have been determined by the Director of the Department of Industrial Relations for the State of California.

Subsection 7-3 Liability Insurance
Add the following to the provisions of Subsection 7-3, "Liability Insurance":

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to any one (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be completely exhausted before City coverage, if any and to be considered secondary, is exercised. By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

Subsection 7-5 Permits
Add the following to the provisions of Subsection 7-5, "Permits":
The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work

Subsection 7-8.1 Cleanup and Dust Control
Add the following to the provisions of Subsection 7-8.1, "Cleanup and Dust Control":

All excess dirt and construction debris shall be hauled away from job site each day.

Subsection 7-9 Protection and Restoration of Existing Improvements
Add the following to the provisions of Subsection 7-9, "Protection and Restoration of Existing Improvements":

Existing improvements damaged or removed without written authorization shall be replaced by the contractor at no cost to the City. The contractor shall leave the work area in the same or better condition as compared to before beginning contract work.

Subsection 7-10 Public Convenience and Safety
Add the following to the provisions of Subsection 7-10, "Public Convenience and Safety":

In the event that the Contractor fails to adequately provide for the public safety during the course of construction under this contract, and the City is required to provide for said public safety, the Contractor shall pay the City the cost of each service call, which will include all direct labor and material costs including fringe benefits, overhead, and applicable rental rates for the various pieces of equipment. Any and all costs incurred by the City as a result of the failure of the Contractor to provide for the public safety will be deducted from the amount due to the Contractor for the work done under this contract.

Subsection 7-10.2 Storage of Equipment and Materials in Public Streets
Add the following to the provisions of Subsection 7-10.2, "Storage of Equipment and Materials in Public Streets":

Overnight stockpiling of construction debris or excavated materials is not allowed. Contractor must obtain written approval from the Engineer prior to storage of construction materials and equipment on the street where improvements are planned. Adequate flashing barricades shall be provided.

Subsection 7-10.3 Street Closures, Detours, Barricades
Add the following to the provisions of Subsection 7-10.3, "Street Closures, Detours, Barricades":

In the event that any street must be closed, request must be received by the Engineer for approval and the following parties shall be notified at least 48 hours in advance.

a.	Public Works Department	(818) 898-1293
b.	Police Department	(818) 898-1267
c.	Fire Department	(818) 989-8561
d.	Mauran Ambulance	(818) 365-3182

The Contractor may choose to comply with the requirements of W.A.T.C.H. (Work Area Traffic Control Handbook) in providing devices and signage for pedestrian and vehicular traffic. The Contractor shall provide flagmen as necessary.

Overnight parking of construction equipment in the project site shall comply with the City parking restriction/regulations. Contractor shall provide adequate flashing barricades.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

SECTION 9 - MEASUREMENT AND PAYMENT

Subsection 9-3 Payment
Add the following to the provisions of Subsection 9-3, "Payment":

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final project acceptance, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

Subsection 9-3.2 Partial and Final Payment
Add the following to the provisions of Subsection 9-3.2, "Partial and Final Payment":

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate; and the value thereof. The City of San Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars ($300.00).

The Contractor may be required to submit updated work schedules and current record drawings (as-built) with requests for progress payments.

TECHNICAL PROVISIONS

TECHNICAL SPECIFICATIONS

1.1 GENERAL REQUIREMENTS

All Conditions of the Contract apply to work of this Section.

In case of a conflicting statement between this section and other sections in the specifications or SSPWC, the terms in this Technical Specification shall prevail.

1.2 SCOPE OF WORK

1.2.1 This work includes furnishing labor, materials, tools, equipment, transportation and services required for complete and satisfactory construction of:

ALEXANDER STREET IMPROVEMENTS
BETWEEN FIRST STREET AND FOURTH STREET
CDBG PROJECT NO. 601819-16
PROJECT NO. 7596, PLAN NO. P-723

in accordance with the improvement Plans and Specifications prepared therefore by the City of San Fernando.

A. GENERAL NATURE OF WORK

The project consists of roadway resurfacing and concrete replacement. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; construction of ARHM overlay; adjustment to grade of water valve and manhole frame and cover; installation of traffic striping, signage and pavement marking including painting of house numbers; and miscellaneous appurtenant work.

B. PRE-CONSTRUCTION MEETING AND MISCELLEANOUS REQUIREMENTS

Prior to commencing work, there will be a pre-construction meeting to be attended by the Engineer, Inspector, Street Superintendent, and Contractor, and at which time the Contractor shall be informed of specific construction and administrative procedures. The Contractor shall submit a detailed construction schedule, traffic control plan, and materials specifications proposed for use on the project during this meeting.

The Contractor shall secure approval of the traffic control plan prior to beginning any work.

C. SWPPP BEST MANAGEMENT PRACTICES (BMPs)

General

The City of San Fernando is a co-permittee with 85 other cities in Los Angeles County under the National Pollutant Discharge Elimination System (NPDES) General Permit Number CA0061654 (CI 6948) issued by the Los Angeles Regional Water Quality Control Board. This section of the specifications contains recommended practices, called Storm Water Pollution Prevention (SWPP) BMP. All contractors for the City of San Fernando must follow these practices.

Best Management Practices

Measures to retain all sediments, construction-related wastes, spills, and residues on the construction site and keep them from entering any storm drains that lead, untreated, to the ocean must be employed. These measures are required to comply with federally mandated NPDES policy. As a minimum requirement under the permit, a list of BMPs must be utilized which include sediment control, site management and material and waste management. BMPs, however, will differ from one project to the next. It is our best opinion that the BMPs in **bold** highlight in the following table will apply to this project. These BMPs are included in the following pages.

Detailed Best Management Practices

1. Dewatering Operations....4-3
2. Paving Operations....4-5
3. Material Delivery and Storage....4-9
4. Hazardous Waste Management....4-17
5. Contaminated Soil Management....4-19
6. Concrete Waste Management....4-21
7. Seeding and Planting....5-10
8. Mulching....5-16
9. Geotextiles and Mats....5-19
10. Dust Controls....5-25
11. Construction Road Stabilization....5-35
12. Stabilized Construction Entrance....5-37
13. Sand Bag Barrier....5-71
14. Storm Drain Inlet Protection....5-79
15. Sediment Trap....5-87
16. Sediment Basin....5-90

(1) All of the Best Management Practices are taken from the California Storm Water Best Management Practice Handbooks.

1.3 SPECIFICATIONS AND APPENDICES

1.3.1 Improvement plans, which form a part of the Contract Documents, are included separately from these specifications.

1.3.2 Specifications which form a part of the Contract Documents consist of sections listed in the Table of Contents of these specifications.

1.3.3 Qualification of Standard Specifications: Wherever references are made in the Specifications to Standard Specifications or methods, reference shall be made to the Standard Specifications for Public Works Construction, 2015 Edition, as amended.

1.4 COORDINATION

The Contractors shall coordinate the work of the various trades and crafts to avoid possible interferences, duplication of work, or unfinished gaps and conflicts between operations. The various trades and crafts shall agree that, due to field conditions, minor departures from the improvement plans are bound to occur, and that such departures are self compensating so far as cost of additions or deductions are concerned. No claims for extras or time extensions will be allowed in connection with such minor changes due solely to field conditions.

1.5 CONSTRUCTION FORCE

It shall be construed that each subcontract is an integral part of the General Contract and the Contractor shall provide and maintain, in full operation, at all times during the performance of the contract, a sufficient crew of laborers, mechanics, and foremen to execute the work with dispatch. All construction related efforts and operations shall be continuous and sustained.

1.6 BID ITEM DESCRIPTIONS

BID ITEM NO. 1 – COLD MILL 0.5" TO 1.5" DEPTH AC PAVEMENT.

Cold milling shall conform to the provisions of Section 302-5.2 of the Standard Specifications and shall be performed at locations and to depths indicated on the Plans. Cold milling shall be from outer edge of gutter to outer edge of gutter and shall extend from curb-return to curb-return of the designated areas. Transverse join lines at the curb returns shall be sawcut as specified in Subsection 300-1.3.2 of the Standard Specifications.

All materials to be removed as indicated on the Plans shall be disposed of outside of right-of-way as specified in Subsections 300-1.3.1 of the Standard Specifications.

Payment for BID ITEM NO. 1 – COLD MILL 0.5" TO 1.5" DEPTH AC PAVEMENT shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 2 – CONSTRUCT 1.5" ARHM OVERLAY.

The work under this item consists of placing Asphalt Rubber Hot-Mix (ARHM) as shown on the Plans in accordance with the provisions of Section 302, "Asphalt Concrete Pavement," of the Standard Specifications.

Prior to placement of ARHM, the Contractor shall seal all cracks 3/8 inch and larger. Cracks shall be cleaned out with power router type equipment. The routed cracks shall then be filled with a latex emulsified asphalt sealant.

Paving shall be spread with a self-propelled mechanical spreading and finishing machine equipped with an automatic screed control 30 feet minimum in length.

Where asphalt concrete pavement is being constructed directly upon or against an existing hard pavement surface, or vertical asphalt concrete, or Portland Cement Concrete surface, a binder consisting of asphalt emulsion SS-1H diluted 50 percent with water shall be applied at a rate of 0.10 gallon per square yard. The Contractor shall furnish water for the rolling operation.

Payment for BID ITEM NO. 2 – CONSTRUCT 1.5" ARHM OVERLAY shall be at the contract bid item price per ton (TON) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including crack sealing.

BID ITEM NO. 3 – REMOVE AND REPLACE 4" PCC SIDEWALK.

4" thick PCC sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications. PCC sidewalk shall be removed and reconstructed in accordance with SPPWC Standard Plan 113-1, and to the dimensions given on the typical sections of the Plans. All removals shall be to the nearest existing score lines. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 3 – REMOVE AND REPLACE 4" PCC SIDEWALK shall be at the

contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, removal and disposal, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 4 – REMOVE AND REPLACE VARIABLE HEIGHT PCC CURB AND GUTTER.

NOT USED

BID ITEM NO. 5 – REMOVE AND REPLACE 6" PCC DRIVE APPROACH.

Removal of existing drive approach and replacing with 6" thick PCC drive approach shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 110-1, the Plans and these Specifications.

Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 5 – REMOVE AND REPLACE 6" PCC DRIVE APPROACH shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

BID ITEM NO. 6 – CONSTRUCT PCC ACCESS RAMP WITH TRUNCATED DOME.

Remove existing and construct PCC Access Ramp shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 111-2, and the Plans. Concrete shall be Class 520-C-2500. Truncated dome (detectable/tactile warning surface truncated domes) shall be yellow and manufactured by Armor-Tile or equivalent and cast-in-place.

Payment for BID ITEM NO. 6 – CONSTRUCT PCC ACCESS RAMP WITH TRUNCATED DOME shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted including curb and gutter and one (1) foot wide pavement cut.

BID ITEM NO. 7 – REMOVE EXISTING PCC DRIVE APPROACH AND CONSTRUCT 4" THICK PCC SIDEWALK.

Removal of existing drive approach and replacing with 4" thick PCC sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications. PCC sidewalk shall be removed and reconstructed in accordance with SPPWC Standard Plan 113-1, and to the dimensions given on the typical sections of the Plans. All removals shall be to the nearest existing score lines. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 7 – REMOVE EXISTING PCC DRIVE APPROACH AND CONSTRUCT 4" THICK PCC SIDEWALK shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including curb and gutter and additional one (1) foot wide pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

BID ITEM NO. 8 – REMOVE AND REPLACE VARIABLE HEIGHT PCC CURB.

Removal of existing curb and replacing with variable curb height PCC curb, shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 120-1, Type A2-6, and the Plans. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 8 – REMOVE AND REPLACE VARIABLE HEIGHT PCC CURB shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

BID ITEM NO. 9 – REMOVE AND REPLACE PCC CROSS GUTTER/SPANDREL.

Construction of PCC cross gutter/spandrel shall conform to the provisions of Section 303-5 of the Standard Specifications and to SPPWC Standard Plan 122-1. Concrete shall be Class 520-C-3250.

Payment for BID ITEM NO. 9 – REMOVE AND REPLACE PCC CROSS GUTTER/SPANDREL shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including removal of pavement necessary for forming the new gutter/spandrel and two (2) sack slurry backfill of the resulting one (1) foot wide pavement slots.

BID ITEM NO. 10 - ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE.

Adjust utility valve frame and cover to grade shall conform with Sections 301-1.6, 302-5, and 302-5.8 of the Standard Specifications.

Payment for BID ITEM NO. 10 - ADJUST WATER BOX VALVE FRAME AND COVER TO GRADE shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 11 - ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE.

Adjust manhole frame and cover to grade shall conform with Sections 301-1.6, 302-5, and 302-5.8 of the Standard Specifications.

Payment for BID ITEM NO. 11 - ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 12 – INSTALL TRAFFIC STRIPING, SIGNAGE AND PAVEMENT MARKING INCLUDING HOUSE NUMBERS.

The work under this item consists of painting temporary traffic stripe and marking or placing temporary overlay marker (TOM); repainting traffic striping, pavement marking and legend; and replacing raised pavement marker per State of California Department of Transportation Standard Plans and Standard Specifications.

All work shall be performed in accordance with Sections 84 and 85 of the Caltrans Standard Specifications and Standard Plans, except as modified and supplemented below:

Paint for traffic striping, pavement marking, and legend shall be "Thermoplastic" per Section 84-2 of Caltrans Standard Specifications.

The same day of construction, after any resurfacing operation and before opening the travel way to the public, the Contractor shall either paint temporary traffic striping and marking or apply reflective TOM. If the Contractor elects to use TOM, the Contractor shall paint and complete traffic striping, marking, and legend within five (5) calendar days after

completion of resurfacing operations on that street. No street shall be without the proper striping over a weekend.

If TOM is used, it shall be applied every 24 feet for lane line. Four (4) inch wide Type Y amber TOM's shall be applied to delineate centerlines and painted medians. Four (4) inch wide white TOM shall be applied to delineate lanes and stop bars. TOM shall not be applied through an intersection.

The provisions of Caltrans' Standard Specifications Section 84-1.02 "Control of Alignment and Layout" shall apply except as modified and supplemented below:

The Contractor shall perform all layout, alignment and spotting, which will consist of striping or control points spaced at 200 feet on tangents and 50-foot curves. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 2 inch in 50 feet from the alignment shown in the Plans.

The provisions of Caltrans Standard Specifications Section 84-1.03 "Tolerances and Appearance" shall apply except as modified and supplemented below:

Drips, overspray, improper markings and paint material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer.

The provisions of Caltrans Standard Specifications Section 84-1.04 "Protection from Damage" shall apply except as modified and supplemented below:

The Contractor shall protect his work until the paint is thoroughly dried. Painted traffic striping and pavement marking done under this Contract which are damaged or darkened as a result of wheel markings by public traffic and/or construction equipment, shall be repainted as specified by the Engineer at the sole expense of the Contractor and no additional compensation will be allowed therefor.

Where Fire Hydrants exist, the provisions of Caltrans Standard Specifications Section 85-1.02 "Type of Markers" shall apply except as modified and supplemented below:

Pavement marker shall conform to Type DB - Two-Way Blue Reflective Markers - and shall be installed whether or not shown on the Plans and as shown on Caltrans Standard Plan, Drawing A20A, Detail 9.

House Numbers shall match existing height and font. Numbers shall be in black paint with a white background. Contractor shall submit sample template before commencing work.

Payment for BID ITEM NO. 12 – INSTALL TRAFFIC STRIPING, SIGNAGE AND PAVEMENT MARKING INCLUDING HOUSE NUMBERS shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 13 – RE-ESTABLISHMENT OF SURVEY MONUMENT

Prior to any construction activities, all monuments, centerline ties, and any other survey markers within the project limits shall be located and recorded by a State of California Licensed Land Surveyor. No work with be authorized until the Contractor submits the required documentation to the City. Upon completion of construction, conflicting monuments, centerline ties, and other survey markers obliterated during construction shall be replaced in-kind per section 309 of the SSPWC and per the California Professional Land Surveyor's Act, latest edition. Corner records for all applicable intersections shall be filed with the County of Los Angeles prior to and after construction activities with copies of recordings provided to the City. All work involved shall conform to the California Professional Land Surveyor's Act, latest edition.

Payment for BID ITEM NO. 13 – MONUMENT PRESERVATION shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to perform all operations involved with resetting obliterated monuments, centerline ties, and other survey markers. Work shall also include all work involved with filing corner records prior to and after construction in conformance with the California Professional Land Surveyor's Act, latest edition and County of Los Angeles requirements, and providing documentation of same to the City.

FEDERAL REQUIREMENTS

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY

BIDDER AND SUBMITTED WITH BID

TO THE CITY OF SAN FERNANDO

The undersigned declares:

I am the_____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state]."

NON-SEGREGATED FACILITIES CERTIFICATION

FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The federally assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.

2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____ Project Number: _____

Company: _____

Address: _____

By: _____

Title: _____

CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The ☐bidder, ☐proposed sub-contractor, hereby certifies that he/she ☐has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: _____ Project Number: _____ Contract Award: $_____

Awarding Agency: _____

Contractor Name: _____ Total Number of Employees_____

Affiliate Company: _____

By: _____

Title: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by;

(A) All private employers who are:

(1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.

(2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

(1) Are not exempt as provided for by 41 CFR 60-1.5

(2) Have 50 or more employees, and

a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or

b. Serve as a depository of Government funds in any amount, or

c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

SECTION 3 ECONOMIC OPPORTUNITY PLAN

(November – 2011)

☐Contractor ☐Subcontractor:		Contract Amount: $	Date Plan Submitted to LCA:
Business Address:		Name of Owner or Authorized Agent:	Signature Owner or Authorized Agent:
Local Contracting Agency (LCA):		*Section 3* Coordinator:	Telephone Number:
CDBG Project Number:	Project Name:	Project Location:	

Employment & Training Opportunities – **Minimum goal is 30%** of the total new hires must be income-qualified residents

WORK CLASSIFICATIONS		TOTAL NEW HIRES	*Proposed advertising & outreach strategies* *(see reverse side of this form for assistance)*
Professionals			
Technicians			
Office/Clerical			
Trade:			
Trade:			
Trade:			
Trade:			
Trade:			
Trade:			

Subcontracting Opportunities - **Minimum goal is 25%** of the total subcontracting dollars must be awarded to *Section 3* business concerns
A *Section 3 Business Certification form* and supporting *Resident Certification forms* are required for each subcontract in the amount of $100,000 or more

Name of BUSINESS CONCERN	BASIC TRADE	Type of Contract	*Proposed advertising & outreach strategies* *(refer to the 'List of Proposed Subcontractors' or see reverse side for assistance)*
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	

SECTION 3 ECONOMIC OPPORTUNITY REPORT

☐Contractor ☐Subcontractor:		Contract Amount: $	Reporting Period FROM TO
Business Address:		Name of Owner or Authorized Agent:	Signature Owner or Authorized Agent:
Local Contracting Agency (LCA):		*Section 3* Coordinator:	Telephone Number:
CDBG Project Number:	Project Name:	Project Location:	

Employment Accomplishments (attach completed *Resident Certification form* for each new hire)

WORK CLASSIFICATIONS	TOTAL NEW HIRES	*Income-qualified* NEW HIRES
Professionals		
Technicians		
Office/Clerical		
Trade:		
Trade:		
Trade:		
Totals:		

Efforts made to generate economic opportunities

☐Advertised through local media, television, radio, newspaper
☐Signs prominently displayed at the project site
☐Contacts with community organizations
☐Other _____

Barriers encountered in meeting goals

☐ No jobs were available during this reporting period.
☐Other _____

Minimum goal is 30% of the total new hires

The "to date" percentage of aggregate new hires who are *Section 3 qualified* residents that were hired for this project is: %

Subcontracting Accomplishments (attach a completed *Business Certification form* and supporting *Resident Certification forms*)

SECTION 3 qualified BUSINESS NAME	Type of Contract	Supporting Documentation	Performance	CONTRACT AMOUNT
	☐Construction or ☐Non-Construction	☐Business Certification ☐Resident Certifications	☐Responsive to *Section 3* requirements ☐Non-Responsive	$
	☐Construction or ☐Non-Construction	☐Business Certification ☐Resident Certifications	☐Responsive to *Section 3* requirements ☐Non-Responsive	$
	☐Construction or ☐Non-Construction	☐Business Certification ☐Resident Certifications	☐Responsive to *Section 3* requirements ☐Non-Responsive	$

Subtotal of "to date" *Section 3* subcontract dollars $

Non-*SECTION 3* BUSINESS NAME	Type of Contract
	☐Construction or ☐Non-Construction
	☐Construction or ☐Non-Construction

$

$

Subtotal of "to date" non-*Section 3* subcontract dollars $

Total "to date" subcontracting dollars: $

Minimum *Goal* is 25% of the total subcontracting dollars

The "to date" percentage of the amount of the total subcontracts awarded to qualified *Section 3* Business Concerns is: %

☐ *Check this box if this is your Final Report and submit it with your final Certified Payroll Report*

DATE OF REPORT

Signature of Authorized Representative

CONTRACTOR'S OUTREACH EFFORTS

Attach supporting documentation for each 'good faith effort' accomplishment

☐ Entered into a first-source hiring agreement with organizations representing income-qualified residents. (such as *Work Source* Center or San Gabriel Valley Conservation Corps; *http://sgvcorps.org/*)

Provide contractor with the address of the local Work Source Center: _____

☐ Posted ☐training and/or ☐employment position flyers in;
☐public housing developments – *(Name of Public Housing* _____ *),*
☐offices of the local government, *(Name of Office* _____ *),*
☐other conspicuous places – *(Specify Place* _____ *).*

☐ Advertised positions to be filled through;
☐local media, such as community television networks *(Name of media source* _____ *)*
☐newspapers of general circulation, or
☐commonly-used job placement websites such as *www.monster.com (Website used* _____ *)*

☐ Contacted a federally-approved apprenticeship program sponsor to gain access to income-qualified residents actively seeking job-placement and training. Visit the CA Dept. of Industrial Relations' database of apprenticeship programs by visiting *http://www.dir.ca.gov/databases/das/aigstart.asp (Sponsor used* _____ *)*

☐ Contacted an agency administering a *HUD Youth build Program* and requested their assistance to recruit income-qualified participants who are in need of permanent placement.

Provide contractor with the address of the local Youth build Center: _____

☐ Sponsor a *HUD-certified* "Step-Up" employment and training program for income-qualified residents.

☐ Contacted the HUD *website www.hud.gov/sec3biz* to locate qualified business concerns. *(Attach copy of list)*

☐ Contacted local agency administering a *Section 3 Program* to locate qualified business concerns. *(List agency name)*

_____

List other anticipated outreach efforts below:

_____
_____
_____
_____
_____

2016 RESIDENT CERTIFICATION

(Section 3 of the Housing & Urban Development Act of 1968, as amended)

Name: _____

Address: _____

I hereby certify that I am (Check the applicable statement below):

☐ A *Public Housing* resident (Specify the Name of the Public Housing site); _____

☐ A low-income resident of the metropolitan area of *Los Angeles/Orange County*, based on the following:

Check **Family Size** and the gross annual **Income** from all sources below;

FAMILY SIZE	INCOME LIMITS			
1 ☐	$18,250 or less ☐	$18,251 to $30,400 ☐	$30,401 to $48,650 ☐	$48,651 or more ☐
2 ☐	$20,850 or less ☐	$20,851 to $34,750 ☐	$34,751 to $55,600 ☐	$55,601 or more ☐
3 ☐	$23,450 or less ☐	$23,451 to $39,100 ☐	$39,101 to $62,550 ☐	$62,551 or more ☐
4 ☐	$26,050 or less ☐	$26,051 to $43,400 ☐	$43,401 to $69,450 ☐	$69,451 or more ☐
5 ☐	$28,440 or less ☐	$28,441 to $46,900 ☐	$46,901 to $75,050 ☐	$75,051 or more ☐
6 ☐	$32,580 or less ☐	$32,581 to $50,350 ☐	$50,351 to $80,600 ☐	$80,601 or more ☐
7 ☐	$36,730 or less ☐	$36,731 to $53,850 ☐	$53,851 to $86,150 ☐	$86,151 or more ☐
8 ☐	$40,890 or less ☐	$40,891 to $57,300 ☐	$57,301 to $91,700 ☐	$91,701 or more ☐

☐ Not a public housing or low-income resident of the metropolitan area of *Los Angeles/Orange County.*

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ *Print Full Name* _____ *Signature* _____ *Date*

THIS SECTION MUST BE COMPLETED BY THE AUTHORIZED BUSINESS OWNER/AGENT

The above-named person is; ☐an applicant ☐ a permanent full-time ☐ a new-hire employee / Date of hire: _____ ☐N/A

This person's Work Classification is: _____

_____ *Business Name* _____ *Print Name of Owner/Agent* _____ *Signatrue of Owner/Agent* _____ *Date*

THIS SECTION MUST BE COMPLETED BY THE LOCAL CONTRACTING AGENCY (LCA)

_____ *Name of LCA* _____ *Project Name* _____ *Project Number*

Income Level: ☐Extremely Low ☐ Low ☐ Moderate ☐ Over the qualifying income limit

☐Not income qualified for the following reason(s): _____

Preference Category: ☐Targeted Service Area – Provide Census Tract _____ and Block Group _____

☐Youth Build Program ☐McKinney Homeless Program ☐Other qualified Program: _____

_____ *Print Name of Section 3 Coordinator* _____ *Signature* _____ *Date*

SECTION 3
BUSINESS CERTIFICATION

☐Contractor ☐Subcontractor Business Name : _____ ☐Bid or ☐Contract Amount: _____

Business Address: _____ *Email Address*: _____

_____ _____ _____ _____
Print Name of Owner or Authorized Agent Signature Owner or Authorized Agent ☐ *Telephone* ☐ *Cell Phone Contact* *Date*

The above mentioned business concern certifies that they are a *Section 3*-qualified business based on the following:

☐ **51% of this business is owned by income-qualified resident(s)**
A completed *Resident Certification* form for each owner must be attached to and submitted with this form.
Total number of owners _____, Number of income-qualified owners _____

☐ **30% or more, permanent, full-time employees are income-qualified residents**
A completed *Resident Certification* form for each employee must be attached to and submitted with this form.
Total number of all full-time employees _____, Number of income-qualified employees _____

☐ **25% of all subcontracting dollars awarded to *Section 3* qualified business concerns**
Submit a completed *Section 3 Business Certification form* with *Resident Certification forms* attached for each business.
Estimated total subcontracting dollars: $_____

SECTION 3 qualified BUSINESS NAME	Type of Contract	Subcontract Amount
_____	☐Construction ☐Non-Construction	$ _____
_____	☐Construction ☐Non-Construction	$ _____
_____	☐Construction ☐Non-Construction	$ _____
	TOTAL	$ _____

_____ _____ _____ _____
Name of Owner/Principal *Signature of Owner/Principal* *Title* *Date*

SECTION 3 BUSINESS CONCERN DETERMINATION

TO BE COMPLETED BY THE LOCAL CONTRACTING AGENCY

Based on the documentation submitted for our review, we have determined that this business concern ☐is or ☐is not a qualified business concern and ☐does ☐does not qualify for a bid preference for the federally-funded construction project identified below.

_____ _____ _____
CDBG Project Number Project Name Project Location

Comments:

_____

_____

_____ _____ _____
Local Contracting Agency *Section 3* Coordinator Date of Determination

CONTRACTOR'S NOTIFICATION OF SUBCONTRACTS AWARDED

PROJECT NAME _____ AWARDING AGENCY _____

Location: _____ Project Number: _____

SUBCONTRACTOR'S Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	CRAFTS TO BE USED

The undersigned hereby certifies that each subcontractor or lower-tier subcontractor has been notified in writing of the Federal Labor Standards Provisions requirements and a copy of form HUD-4010 has been provided to each subcontractor identified above.

_____ _____

Signature Name and Title

_____ _____

Date Company Name

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FEDERAL LOBBYIST CERTIFICATION

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: ( ) _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

1) No Federal appropriated funds have been paid by or on behalf of the above named firm 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 and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

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 or 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 above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients 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 the 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.

Authorized Official:

_____ By: _____
(Contractor/Subcontractor) (Signature)

_____ _____
(Date) (Title)

County Lobbyist Certification

Name of Firm: _____ Date: _____

Address: _____

Telephone: (_____) _____ _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following certification to the County of Los Angeles, to the Community Development Commission, County of Los Angeles, and to the City of _____, as the local contracting agency (LCA);

.

1) It is understood that each person, entity, or firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person, entity, or firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is material representation of facts upon which reliance was placed when this transaction was made or entered into.

Authorized Official:

_____ _____

(Print Name of Contractor's Authorized Representative) *(Signature of Contractor's Authorized Representative)*

_____ _____

(Title) *(Date)*

EQUAL EMPLOYMENT OPPORTUNITY COMMITTMENT

TO: _____
(Name of Labor Union, Workers Representative, etc.

_____
(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____ By: _____
(Print Name) (Signature)

_____ _____
(Date) (Title)

SECTION 3 CLAUSE

1. Section 3 Clause. All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause).

    a. The to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

    b. The parties to this contract agree to comply with HUD"S regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

    c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

    d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

    e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require

employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

DEFINITION OF SECTION 3 TERMS

1. Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and Community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

2. Housing development means low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

3. HUD Youthbuild programs mean programs that receive assistance under Subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992, and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

4. JTPA means the Job Training Partnership Act.

5. Metropolitan area means a metropolitan statistical area, as established by the Office of Management and Budget.

6. Neighborhood area means:

    a. For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

    b. For HUD community development programs, a neighborhood is defined as:

        (1) A geographic location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation;
        (2) The entire jurisdiction of a unit of general local government which is under 25,000 population; or

(3) A neighborhood, village, or similar geographical designation in a New Community (which term means a new community project approved by the United States Secretary of Housing and Urban Development under Title VII of the Housing and Urban Development Act of 1970 or Title IV of the Housing and Urban Development Act of 1968).

7. New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

8. Nonmetropolitan county means any county outside of metropolitan area.

9. Recipient means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, public housing authority, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

10. Section 3 business concern means a business concern:

    a. That is 51 percent or more owned by Section 3 residents; or

    b. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or

    c. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 10a and 10b in this definition of Section 3 business concern.

11. Section 3 covered assistance means:

    a. Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act.

    b. Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;

c. Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;

d. Assistance provided under any HUD housing or community development program that is expanded for work arising connection with:

(1) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(2) Housing construction; or

(3) Other public construction project (which includes other buildings or improvements, regardless of ownership).

12 Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System. "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

13 Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

14 Section 3 resident means:

a. A public housing resident; or

b. An individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended, and who is:

(1) A low-income person, as this term is defined in Section 3 (b) (2) of the 1937 Act. This Section defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by HUD, with adjustments for smaller and larger families; or

(2) A very low-income person, as this term is defined is Section 3(b)(2) of the 1937 Act. This Section Defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.

15. Service area means the geographical area in which the persons benefiting from the Section 3 covered project reside. The service area shall not extent beyond the unit of general local government in which the Section 3 covered assistance is expended.

SECTION 3 CONTRACT PROVISIONS FOR HOUSING AND COMMUNITY DEVELOPMENT ASSISTANCE

Special Provisions. Bidders to a Section 3 covered contract shall pay particular attention to the following requirements and conditions in the special provisions.

1. Policy. The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, is to ensure that training, employment, contracting and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities arising in connection with the expenditure of housing assistance and community development assistance that is used for the following projects:

   a. Housing rehabilitation (including reduction and abatement or lead-based paint hazards, but excluding routine maintenance, repair and replacement);

   b. Housing construction; and

   c. Other public construction.

2. Section 3 Obligation. Each recipient of Section 3 covered assistance in excess of $200,00 is responsible for complying with Section 3 requirements in its own operations. Each recipient is also responsible for ensuring Section 3 compliance by its contractors and subcontractors of the amount of Section 3 covered assistance exceeds $200, 000 and the contract or subcontract exceeds $100, 000.

3. Section 3 Goals. The recipient of Section 3 covered assistance in excess of $200, 000 and its contractors and subcontractors who have a contract in excess of $100, 000 shall, to the greatest extent feasible, meet the following goals.

   a. Training and Employment Goal: Employ Section 3 residents as a percentage of the aggregate new hires as indicated below:

      (1) Thirty percent in FY 1997 and continuing thereafter.

b. Contracts Goal: Award Section 3 Business concerns:

(1) At least ten percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction.

(2) At least three percent of the total dollar amount of all other Section 3 covered contracts.

4. Preferences.

a. In housing and community development programs, preferences for Section 3 residents in training and employment opportunities shall be given, where feasible, in the following priority to:

(1) Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (category 1 residents);

(2) Participant in HUD Youthbuild programs (category 2 residents);

(3) Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act, homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority.

(4) Other Section 3 residents.

b. In housing and community development programs, preferences for Section 3 business concerns in contracting opportunities shall be given, where feasible, in the following priority to:

(1) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 businesses);

(2) Applicants selected to carry out HUD Youthbuild programs (category 2 businesses);

(3) Other Section 3 business concerns.

5. Bidder's Efforts to Comply with Section 3 Requirements.

a. Examples of the bidder's efforts to offer training

and employment opportunities to Section 3 residents.

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 and category 2 persons reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For housing authorities, post such advertising in the housing development or developments where category 1 category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.

(6) Contacting resident councils, resident management organizations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying resents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by a housing authority or contractor representative or representatives' at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the authority's or contractor's training and employment positions.

(12) Consulting with State and County local agencies administering training programs funded through JTPA or Joblinks, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the housing authority's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns), that will undertake, on behalf of the housing authority, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the housing authority or contractor intends to fill.

(15) For a housing authority, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of

employment is referred to as "force account labor" in HUD'S Indian housing regulations.)

(16) Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.

(17) Undertaking job counseling, education and notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contracting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meeting at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible Section 3 business concerns.

(16) For housing authorities, participating in the "contracting with Resident-Owned Businesses" program provided under 24 CFR Part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

b. Examples of the bidder's efforts to award contracts to Section 3 business concerns.

(1) Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR Part 905 for business concerns owned by Native Americans.

(2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development owned and managed by the housing authority.

(5) For housing authorities, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known Section 3 business concerns of the contracting opportunities. This

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration, the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with Section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

6. Submission of Evidence of Section 3 Responsiveness. The bidder's attention is directed to the requirement for submittal of one or more of the following with the bid proposal when a bid exceeds $100,000. Failure to submit evidence of Section 3 responsiveness within 24 hours of bid opening will be grounds for finding the bidder nonresponsive to this Invitation for Bids.

   a. Section 3 Business Certification Form: If a bidder claims qualification as a Section 3 business concern, the bidder shall submit a Section 3 Business Certification Form.

b. Section 3 Business Certification Form: If Section 3 qualification is based on its subcontracting activity, the bidder shall submit a Section 3 Business Certification Form for each Section 3 business concern which will be utilized on the contract.

c. Section 3 Resident Certification Form: If a bidder claims qualifications as a Section 3 business concern and employs and trains Section 3 residents, the bidder shall submit a Section 3 Resident Certification Form for each Section 3 Resident currently employed.

d. Section e Economic Opportunity Plan: If a bidder seeds to comply with Section 3 requirements by meeting goals for training, employment and subcontracting, the bidder's commitment shall be reported in a Section 3 Economic Opportunity Plan and submitted with the bid proposal.

e. Any other information evidencing the bidder's commitment to Section 3 goals for training, employment and subcontracting that satisfies the intent of 24 CFR Part 135, as determined by the contract awarding agency.

7. Section 3 Contract Award.

a. This is a HUD Section 3 contract and all bidders must address the Section 3 employment and contracting goals to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 requirements shall be considered a nonresponsive bidder to this Invitation for Bids. Primary consideration will be given to award a Section 3 contract to a concern, provided that the bid amount is "reasonable," as defined in the following paragraph. If the bid of the responsive, responsible, and qualified Section 3 business concern with the lowest bid is not "reasonable," the contract awarding agency shall award the contract to the lowest Section 3 responsive bid of any responsive, responsible bidder. A Section 3 responsive bidder is one who qualifies as a Section 3 business concern or one who makes a commitment to meet the employment goal for Section 3 resident(s) and/or meet the contracting goals for Section 3 business firm(s).

b. In awarding a Section 3 contract, preference will be shown to a Section 3 business concern who is a qualified bidder, provided that the bid amount is "reasonable." A "reasonable" bid is a bid that is not more than "X" higher than the lowest responsive bid received from any responsible bidder. If the lowest bid of a qualified Section 3 business concern is not "reasonable," as defined herein, the contract shall be awarded to the lowest responsive bid from any responsible bidder. (This requirement applies to contracts which exceed $100, 000.)

c. "X" is determined as follows:

(1) When the lowest responsive bid is less than $100, 000, "X" is the lesser of 10% of that bid or $9,000;

(2) When the lowest responsive bid is at least $100, 000, but less than $200, 000, "X" is the lesser of 9% of that bid or $16,000;

(3) When the lowest responsive bid is at least $200, 000, but less than $300, 000, "X" is the lesser of 6% of that bid or $21,000;

(4) When the lowest responsive bid is at least $300, 000, but less than $400, 000, "X" is the lesser of 7% of that bid or $24,000;

(5) When the lowest responsive bid is at least $400, 000, but less than $500, 000, "X" is the lesser of 6% of that bid or $25,000;

(6) When the lowest responsive bid is at least $500, 000, but less than $1 million, "X" is the lesser of 5% of that bid or $40,000;

(7) When the lowest responsive bid is at least $1 million, but less than $2 million, "X" is the lesser or 4% of that bid or $60,000;

(8) When the lowest responsive bid is at least $2 million, but less than $4 million, "X" is the lesser or 3% of that bid or $80,000;

(9) When the lowest responsive bid is at least $4 million, but less than $7 million, "X" is the lesser or 2% of that bid or $105, 000; and

(10) When the lowest responsible bid is $7 million or more, "X" is 1.5% of the lowest responsive bid, with no dollar limit.

8. Section 3 Complaint Procedures. A complaint may be filed by Section 3 residents, Section 3 business concerns, or parties alleging noncompliance with the Section 3 regulations by the recipient or contractor. Complaints are reviewed and investigated by the Assistant Secretary for Fair Housing and Equal Opportunity and, where appropriate, voluntary resolutions are sought. Those complaints that are not resolved voluntarily may result in an administrative hearing. A complaint alleging a violation of Section 3 requirements shall be processed as follows.

   a. A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, Washington, D.C., 20410.

b. A complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

c. Each complaint must be in writing, signed by the complainant, and include:

(1) The complainant's name and address;

(2) The name and address of the respondent; and

(3) Description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

d. A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and sent the form to the complainant for signature.

9. Recordkeeping.

a. The contractor/subcontractor who meets the Section 3 threshold requirement shall maintain all records, reports, and other documents demonstrating its efforts to achieve the Section 3 goals for training and employment and for contracts. This includes the contractor's subcontracting activities to achieve Section 3 goals. Such records shall identify the name and business address of each Section 3 subcontractor or vendor and the total dollar amount actually paid each Section 3 subcontractor or vendor with supporting documents.

b. Upon completion of the contract, the contractor/subcontractor who meets the Section 3 threshold requirement shall prepare a Section 3 Compliance Report and submit it to the contract awarding agency. Where the term of a contract extends beyond a fiscal year, the contractor/subcontractor shall submit a Section 3 Compliance Report to report Section 3 accomplishments during each fiscal year to the contract awarding agency.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS

1. EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the contractor agrees as follows:

a The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rated of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clause of this or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. the contractor will include the provisions of paragraph 1a through 1g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a

geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated starting and completion dates of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS (Executive Order 11246)

a. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this

Contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.

(4) "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 6D-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and

timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the equal Opportunity Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in Paragraphs 3g(1) through 3g(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under Paragraph 3g(2), above.

(6) Disseminate the contractor's equal employment opportunity (EEO) policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later then one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the side and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies ad affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations described in Paragraphs 3g(1) through (16), above. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

i. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit repots relating to the provisions hereof as may be required by the Government and to deep records. Records shall at least include for each employee he name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring, of local or other area resents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas.

The goals, which shall be applicable to each construction trade, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

4. SPECIFIC EEO REQUIREMENTS. For a federally assisted construction contract in excess of $10,000, the contractor/subcontractor shall:

    a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Nonsegregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

    b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Program, United states Department of Labor – ESA, 200 Constitution Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of $10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

    c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

    d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

    e. For contracts in excess of $10, 000, bind subcontractors to the Federal equal employment opportunity requirements by including the provisions of Paragraph 1 through 3, above, in the subcontract.

5. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964,

no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

7. THE AGE DISCRIMINATION ACT OF 1975: OF 1975: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

8. REHABILITATION ACT OF 1973: No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. **(i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. **(i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008
OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

A-48

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Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

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U.S. Department of Labor

Employment Standards Administration Wage and Hour Division



October 12, 2002

Instructions For Completing Payroll Form, WH-347

General: The use of the WH-347 payroll form is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless his address changes. Although not required by Regulations, Parts 3 and 5, space is available in the name and address section so that Social Security numbers may be listed.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3

Compliance Assistance
- Fair Labor Standards / Minimum Wage
- Wage Garnishment
- Family & Medical Leave
- Farm Labor
- Immigration
- Lie Detector Tests
- Government Contracts

Special Initiatives
- YouthRules!
- Garment Workers
- Health Care
- Workers with Disabilities

Information for...
- New Businesses

State Labor Laws
- State Labor Law Topics
- State Labor Offices

News Room
- News Releases

About Wage-Hour
- What Does Wage-Hour Do?

and 5.

- Who's Who Directory
- Find the Office Nearest You

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown or hours so worked is maintained and shown on submitted payroll by use of separate entries.

Column 4 - Hours worked: On all contracts subject to the Contract Work Hours Standard Act enter as overtime hours worked in excess of 8 hours per day and 40 hours a week.

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus in cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus $3.25/.40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box shown overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962. In addition to paying no less than the predetermined rate for the classification which the employee works, the contractor shall pay to approved plans, funds or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in

Section 4(c).

[illegible] of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus $63.00/$120.00.

[illegible]umn 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction should be involved, use first 4 columns; show the balance deductions under "Other" column; show actual total under "Total Deductions" column: and in the attachment to the payroll describe the deduction contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USV 1001, namely, possible imprisonment of 5 years or $10,000.00 fine or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

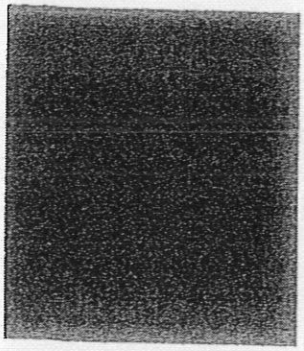
Space has been provided between item (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately [illegible]cribed in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

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200 Constitution Avenue, NW
Washington, DC 20210

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Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY
Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE
The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)
In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS
Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION
All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED
There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:
The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

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Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX
In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

La Igualdad de Oportunidades en el Empleo es

LA LEY

Empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales

Los solicitantes de empleo y los empleados de la mayoría de los empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales están protegidos conforme a la ley federal contra la discriminación por cualquiera de los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL
El Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, protege a los solicitantes de empleo y a los empleados contra la discriminación en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo, debido a la raza, color, religión, sexo (incluido el embarazo) u origen nacional. La discriminación religiosa incluye el no realizar los arreglos razonables para las prácticas religiosas de un empleado, cuando tales arreglos no impongan una dificultad indebida.

DISCAPACIDAD
El Título I y el Título V de la Ley de Estadounidenses con Discapacidades de 1990, y sus enmiendas, protegen a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida.

EDAD
La Ley Contra la Discriminación por Edad en el Empleo de 1967, y sus enmiendas, protége a los solicitantes de empleo y a los empleados que tengan 40 años de edad o más contra la discriminación por la edad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

SEXO (SALARIOS)
Adicionalmente a la prohibición de la discriminación por sexo estipulada en el Título VII de la Ley de Derechos Civiles, y sus enmiendas, la Ley de Igualdad Salarial de 1963, y sus enmiendas, prohíbe la discriminación por sexo en el pago de salarios a los hombres y mujeres que realicen un trabajo sustancialmente similar, en empleos que requieran iguales destrezas, esfuerzos y responsabilidades, bajo condiciones laborales similares, en el mismo establecimiento.

GENÉTICA
El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con basada en información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desordenes en los familiares (historial médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

REPRESALIA
Todas estas leyes federales prohíben a las entidades cubiertas tomar represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de discriminación o se oponga a una práctica laboral ilegal.

QUÉ DEBE HACER SI CONSIDERA QUE HA OCURRIDO UNA DISCRIMINACIÓN
Hay límites estrictos de tiempo para presentar cargos de discriminación en el empleo. Para conservar la capacidad del EEOC de actuar en su nombre y para proteger su derecho de presentar una demanda privada, en caso de que en última instancia lo necesite, usted debe comunicarse con el EEOC de manera oportuna cuando sospeche de la discriminación:
La Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU. (EEOC), 1-800-669-4000 (número gratuito) o 1-800-669-6820 (número TTY gratuito para las personas con dificultades auditivas). La información de las oficinas de campo del EEOC está disponible en www.eeoc.gov o en la mayoría de los directorios telefónicos en la sección de Gobierno de los EE.UU. o Gobierno Federal. Puede encontrar información adicional sobre el EEOC, incluida la información sobre la presentación de cargos, en www.eeoc.gov.

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Empleadores que tengan contratos o subcontratos federales

Los solicitantes de empleo y los empleados de compañías con un contrato o subcontrato gubernamental federal están protegidos conforme a las leyes federales contra la discriminación por los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL
La Orden Ejecutiva 11246, y sus enmiendas, prohíbe la discriminación en el trabajo por motivo de raza, color, religión, sexo u origen nacional, y exige la aplicación de acción afirmativa para garantizar la igualdad en las oportunidades en todos los aspectos del empleo.

INDIVIDUOS CON DISCAPACIDADES
La Sección 503 de la Ley de Rehabilitación de 1973, y sus enmiendas, protege a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida. La Sección 503 también exige que los contratistas federales tomen las acciones afirmativas para emplear y ascender en el empleo a individuos calificados con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS CON MEDALLAS DEL SERVICIO DE LAS FUERZAS ARMADAS Y VETERANOS DISCAPACITADOS, SEPARADOS RECIENTEMENTE Y DE OTRO ESTATUS PROTEGIDO
La Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, y sus enmiendas, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige la acción afirmativa para emplear y ascender en el empleo a veteranos discapacitados, veteranos separados del servicio recientemente (dentro de los tres años dados de baja del servicio activo), otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras se encontraban en el servicio activo, participaron en una operación militar de EE.UU. para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

REPRESALIA
Se prohíben las represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas leyes federales.

Toda persona quien considere que un contratista ha incumplido sus obligaciones antidiscriminatorias o de acción afirmativa conforme a las autoridades antes indicadas, debe contactar de inmediato a:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (número gratuito) o (202) 693-1337 (número TTY). También puede contactar a la OFCCP por el correo electrónico OFCCP-Public@dol.gov, o llamando a una oficina distrital o regional de la OFCCP, la cual puede encontrar en la mayoría de los directorios telefónicos en la sección U.S. Government (Gobierno de los EE.UU.), Department of Labor (Departamento del Trabajo).

Programas o actividades que reciban asistencia financiera federal

RAZA, COLOR, ORIGEN NACIONAL, SEXO
Adicionalmente a las protecciones del Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, el Título VI de la Ley de Derechos Civiles de 1964, y sus enmiendas, prohíbe la discriminación por raza, color u origen nacional en los programas o actividades que reciban asistencia financiera federal. La discriminación en el empleo está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión del empleo, o donde la discriminación laboral cause o pueda causar una discriminación en la provisión de los servicios conforme a tales programas. El Título IX de las Enmiendas en la Educación de 1972 prohíbe la discriminación en el empleo por motivo del sexo en las actividades o programas educativos que reciban asistencia financiera federal.

INDIVIDUOS CON DISCAPACIDADES
La Sección 504 de la Ley de Rehabilitación de 1973, y sus enmiendas, prohíbe la discriminación en el empleo por una discapacidad, en cualquier programa o actividad que reciba asistencia financiera federal. Se prohíbe la discriminación en todos los aspectos del empleo contra las personas con discapacidades quienes, con o sin arreglos razonables, puedan realizar las funciones esenciales del trabajo.

Si usted considera que ha sido discriminado en un programa de alguna institución que reciba asistencia financiera federal, debe contactar inmediatamente a la agencia federal que proporciona dicha asistencia.

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CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name: _____

Contracting Agency: _____

Project Name: _____ Project Number: _____

This is to certify that the principal and the authorized payroll officer(s) listed below have received a copy of the assigned ***Federal Wage Determination***: CA _____, Modification Number; _____, dated _____. The principal and authorized payroll officer(s) listed below have also acknowledge that they have received and read and a copy of the ***Federal Labor Standards Provisions*** (HUD-4010 form) and a copy of the current ***Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects,*** and that they understand the labor standards clauses pertaining to the above listed project.

The following person(s) is/are designated as payroll officer for the undersigned and is/are authorized to sign the *Statement of Compliance* forms which will accompany each weekly payroll report for contractor listed below during the duration of this project:

☐Contractor ☐Subcontractor Business Name	License Number
Payroll Officer Name (Print)	Payroll Officer (Signature)
Payroll Officer Name (Print)	Payroll Officer (Signature)
Name of Person Authorized to Sign (Print)	(Authorized Signature)
Title	Date

U.S. Department of Labor
Wage and Hour Division

Form Approved
Budget Bureau No. 44-R1093

STATEMENT OF COMPLIANCE

Date _____

I, _____, _____ do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the _____;
(Contractor or Subcontractor)

that during the payroll period commencing on the ____ day of _____, 19__ and ending the ____ day of _____, 19__, all persons employed on said project have been paid the full weekly wages earned that no rebates have been or will be made either directly or indirectly to or on behalf on said _____ from the full weekly wages earned by any person and that no deductions have been made either
(Contractor or Subcontractor)

directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as Amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____
_____
_____
_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage det5ermination incorporated into the contract; that the classifications set forth therin for each laborer or mechanic conform iwht the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United State Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll payments of fringe benefits as listed in the contract have been or will be made to appropriated programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTIONS (CRAFT)	
Remarks	
Name and Title	Signature

The wilful falsification of any of the above statments may subject the contractor or subcontractor to civil or criminal prosecution. See section 1001 of title 18 and section 231 of title 31 of the United States code.

Form WH-348 (1/68) Purchase this form directly from the Supt. of Documents

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus $3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

* U.S. GOVERNMENT PRINTING OFFICE: 1966 O—201-241

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Washington, D.C. 20402 – Price $1.25 per pad of 100

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT
FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES — You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME — You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT — Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES — Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY — If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Miguel Cabral, Project Manager/Labor Compliance
Padilla & Associates, Inc.
183 E. City Place Drive
Santa Ana, CA 92705
(714) 973-1335 (phone) (714) 973-1229 (fax)
mcabral@padillainc.com

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321(Revised April 2009)

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON
PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Miguel Cabral, Project Manager/Labor Compliance
Padilla & Associates, Inc.
183 E. City Place Drive
Santa Ana, CA 92705
(714) 973-1335 (phone) (714) 973-1229 (fax)
mcabral@padillainc.com

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.

Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

WHD U.S. Wage and Hour Division

Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C., 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans. A recently separated veteran is any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

RETALIATION

Retaliation is prohibited against a person who files a charge of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210, (202) 693-0101 or call an OFCCP regional or district office listed in most telephone directories under U.S. Government, Department of Labor. For individuals with hearing impairment, OFCCP's TTY number is (202) 693-1337.

Private Employment, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy and sexual harassment) or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), as amended, protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability.

The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations, unless such accommodations would impose an undue hardship on the employer.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort and responsibility under similar working conditions, in the same establishment.

RETALIATION

Retaliation is prohibited against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes discrimination under these Federal laws.

If you believe that you have been discriminated against under any of the above laws, and to ensure that you meet strict procedural timelines to preserve the ability of EEOC to investigate your complaint and to protect your right to file a private lawsuit, you should immediately contact:

The U.S. Equal Employment Opportunity Commission (EEOC), Washington, DC 20507 or an EEOC field office by calling toll free (1-800) 669-4000. For individuals with hearing impairments, EEOC's toll free TTY number is 1-800 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, SEX, NATIONAL ORIGIN

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs.

Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Section, 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government, public or private agency. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

Publication OFCCP 1420
Revised August 2008

LA IGUALDAD DE OPORTUNIDADES DE EMPLEO ES LA LEY

Empleadores que tienen contratos o subcontratos con el Gobierno Federal

Los empleados o postulantes a empleos de compañías que tienen contratos o subcontratos del gobierno federal gozan de la protección otorgada por las siguientes instituciones federales:

RAZA, COLOR, RELIGIÓN, SEXO, NACIONALIDAD

El Decreto 11246 (Executive Order 11246), con sus modificaciones, prohíbe la discriminación laboral en razón de raza, color de piel, religión, sexo o nacionalidad, y requiere la acción afirmativa para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES

El Artículo 503 de la Ley de Rehabilitación de 1973(The Rehabilitation Act of 1973), con sus modificaciones, prohíbe la discriminación laboral por discapacidad y requiere la acción afirmativa de emplear y avanzar en el empleo de personas discapacitadas idóneas que, mediante una adaptación razonable, puedan llevar a cabo las funciones esenciales de un trabajo.

VETERANOS DE VIETNAM CON DISCAPACIDADES ESPECIALES, RECIENTEMENTE RETIRADOS Y OTROS VETERANOS BAJO PROTECCIÓN

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam de 1974 (The Vietnam Era Vererans' Readjustment Assistance Act of 1974), y sus modificaciones, 38 U.S.C., 4212, prohíbe toda discriminación laboral y requiere la acción afirmativa de emplear y avanzar en el empleo de veteranos de Vietnam idóneos, veteranos idóneos con discapacidades especiales, veteranos recientemente retirados y otros veteranos bajo protección. Un veterano recientemente retirado es todo veterano durante el período de tres años a partir de la fecha en que fue dado de baja o dejó el servicio activo en el Ejército, la Marina o la Fuerza Aérea de los EE. UU.

REPRESALIA

Queda prohibida toda represalia contra una persona que presenta un cargo de discriminación, participa en un procedimiento del Programa OFCCP o, de alguna otra manera, se opone a la discriminación de conformidad con las leyes federales.

Toda persona que cree que un contratista ha violado sus obligaciones de no discriminación o acción afirmativa, según las fuentes anteriores, debe ponerse en contacto de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (The Office of Federal Contract Compliance Programs-OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210, (202) 693-0101 o llamar a una oficina de la OFCCP regional o de distrito consignada en la mayor parte de los directorios telefónicos en U.S. Government, Department of Labor (Gobierno de los E.E.UU., Departamento de Trabajo). Para personas con discapacidad auditiva, el número TTY de la OFCCP es (202) 693-1337.

Empleo privado, gobiernos estatales y locales, instituciones educativas, agencias de empleo y organizaciones laborales

Los empleados y postulantes a empleos de la mayor parte de los empleadores privados, gobiernos estatales y locales, instituciones educativas, agencias de empleo y organizaciones laborales gozan de la protección otorgada por las siguientes leyes federales:

RAZA, COLOR, RELIGIÓN, SEXO, NACIONALIDAD

La Ley de Derechos Civiles de 1964, Título VII (The Civil Rights Act of 1990), y sus modificaciones, prohíbe toda discriminación en relación con la contratación, ascenso, despido, remuneración, compensaciones adicionales, capacitación, clasificación, referencias, y otros aspectos laborales, en razón de la raza, el color de la piel, la religión, el sexo (incluidos embarazo y acoso sexual) o la nacionalidad. Por discriminación religiosa se entiende, entre otros, la falta de adaptación razonable para las prácticas religiosas de un empleado siempre que la adaptación no provoque una dificultad económica excesiva.

DISCAPACIDAD

La ley de Estadounidenses con Discapacidades de 1990 (The Americans with Disabilities Act of 1990-ADA), Títulos I y V, con sus modificaciones, protege a empleados y postulantes idóneos con discapacidades contra la discriminación en relación con la contratación, ascenso, despido, remuneración, capacitación, beneficios adicionales, clasificación, referencias y otros aspectos laborales en razón de la discapacidad.

La ley también requiere que las entidades contempladas provean las adaptaciones razonables que necesiten los empleados y postulantes con discapacidades, a menos que esas adaptaciones causen una dificultad económica excesiva al empleador.

EDAD

La Ley de Discriminación Laboral por Edad de 1967 (The Age Discrimination in Employment Act of 1967), con sus modificaciones, protege a los empleados y postulantes de 40 años o más contra la discriminación por edad en relación con la contratación, ascenso, despido, compensaciones, condiciones o privilegios laborales.

SEXO (SALARIOS)

Además de la discriminación sexual prohibida por la Ley de Derechos Civiles de 1964, Título VII, y sus modificaciones, la Ley de Igualdad en las Remuneraciones de 1963, con sus modificaciones, prohíbe la discriminación sexual en el pago de salarios a mujeres y hombres que básicamente realicen igual trabajo, en empleos que requieren igual capacidad, esfuerzo y responsabilidad, en condiciones laborales similares y en el mismo establecimiento.

REPRESALIA

Queda prohibida toda represalia contra una persona que presenta un cargo de discriminación, participa en un procedimiento de contra la discriminación o, de alguna otra manera, se opone a la discriminación de conformidad con las leyes federales.

Si cree que ha sufrido alguna discriminación, de conformidad con algunas de las leyes anteriores, y para garantizar que cumple con los estrictos cronogramas procesales a fin de preservar la capacidad de la EEOC para investigar su queja y para proteger su derecho a iniciar una demanda privada, debe ponerse en contacto de inmediato con:

La Comisión Federal de Igualdad de Oportunidades de Empleo de los EE.UU. (The US Equal Employment Opportunity Commission-EEOC), Washington, DC 20507 ó con una oficina de la EEOC telefónicamente a la línea gratuita (1-800) 669-4000. Para las personas con discapacidad auditiva, la línea gratuita TTY de la EEOC es 1-800 669-6820.

Programas o actividades que reciben apoyo financiero federal

RAZA, COLOR, SEXO, NACIONALIDAD

Además del Título VII de la Ley de Derechos Civiles de 1964, con sus modificaciones, el Título VI de la misma ley prohíbe la discriminación por raza, color de piel o nacionalidad en programas y actividades que reciben apoyo financiero federal. La discriminación laboral está contemplada en el Título VI si el objetivo principal del apoyo financiero es la provisión de empleo, o siempre que la discriminación laboral cause, o pueda causar, discriminación en la provisión de servicios en el marco de esos programas.

El Título IX de las Modificaciones de 1972 a la Ley de Educación (Education Amendments of 1972) prohíbe la discriminación laboral en razón de sexo en los programas o actividades educativas que reciben apoyo federal.

PERSONAS CON DISCAPACIDADES

El Artículo 504 de la Ley de Rehabilitación de 1973 , con sus modificaciones, prohíbe la discriminación laboral por discapacidad en todo programa o actividad que recibe apoyo financiero federal en el gobierno federal y las agencias públicas o privadas. Queda prohibida la discriminación en todos los aspectos laborales contra personas con discapacidades que puedan realizar las tareas esenciales relacionadas con ese puesto, sin perjuicio de que resulte o no necesario efectuar una adaptación razonable

Si cree que ha sufrido discriminación en relación con un programa de cualquier institución que reciba apoyo federal, debe contactarse de inmediato con la agencia federal que brinda ese apoyo.

Publicación OFCCP 1420
Se revisó en agosto de 2008

SECTION 3 COMPLIANCE REPORT

1. Name and Address of Reporting Entity (Recipient, Sub-recipient, Contractor, Subcontractor)	2. Federal Identification: (Contract/Award No.)	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone: (include Area Code)
	6. Reporting Period:	7. Date Report Submitted
8. Program Code: (Use a separate sheet for each Program Code)		

Program Codes

1. Flexible Subsidy 2. Section 202/811 3. Public/Indian Housing Development, Operation and Modernization 4. Homeless Assistance 5. HOME
6. HOME - State Administered 7. CDBG – Entitlement 8. CDBG - State Administered 9. Other CD Programs 10. Other Housing Programs

Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% OF AGGREGATE HIRES WHO ARE SECTION 3 HIRES	CODE(S)	
				RACIAL	ETHNIC
Professionals					
Technicians					
Office/Clerical					
Trade:					
Trade:					
Trade:					
Trade:					
Total:					

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT	CODE(S)	
			RACIAL	ETHNIC

RACIAL BACKGROUND:

SINGLE CATAGORIES

1. American Indian/Alaska Native
2. Asian
3. Black/African American
4. Native Hawaiian/Other Pacific Islander
5. White

DOUBLE CATEGORIES

6. American Indian or Alaska Native AND White
7. Asian AND White
8. Black or African American AND White
9. American Indian or Alaska Native AND Black or African American
10. Other – for individuals not identified above.

ETHNIC BACKGROUND:

A. Hispanic/Latino B. Not Hispanic/Latino

Part III: SUMMARY

INDICATE GOOD FAITH EFFORTS MADE BY YOUR COMPANY TO EMPLOY AND TRAIN SECTION 3 RESIDENTS OR BUSINESS CONCERNS
(Check the appropriate boxes and attach copies of any advertisements, letters or notices)

- ☐ Trained and/or Employed Section 3 Residents equal to _____ (%) of the aggregate new hires. (Attach Resident Certifications)
- ☐ Sub-contracts awarded to Section 3 Business Concerns equal to _____ (%) of the total contract amount. (Attach Business Certifications)
- ☐ Entered into first source hiring agreement
- ☐ Sponsored a HUD-certified "Step-up" employment and Training Program.
- ☐ Advertised the training and employment positions by distributing flyers.
- ☐ Distributed to every occupied dwelling unit in the housing development.
- ☐ Posted or distributed flyers to housing authority.
- ☐ The Housing Authority employed Section 3 residents directly as outlined in the *force account labor*.
- ☐ Sponsored a job informational meeting, conducted by the housing authority at the development site. (Attach sign-in sheet)
- ☐ Arranged assistance in conduction job interviews and completing job applications for residents.
- ☐ Conducted job interviews at housing development site or within the neighborhood or service area. (Attach list)
- ☐ Contacted agencies administering HUD Youth-Build programs. (Attach list)
- ☐ Consulted with State and/or local agencies administering training programs. ☐ JTPA ☐ Probation and Parole Agencies
- ☐ Advertised through local media, television, radio, newspaper, other. (Attach copy of advertisement)
- ☐ Hired a job coordinator or contracted a business concern licensed in the field of job placement. (Attach copy of agreement)
- ☐ Established training program.
- ☐ Posted in common areas of the housing development.
- ☐ Contacted management to notify residents. (Attach list)
- ☐ Maintained a file of eligible, qualified Section 3 Residents/Business Concerns for future employment.

SECTION 3 COMPLIANCE REPORT INSTRUCTIONS

Section 3 Compliance Report

This form applies to recipients of housing and community development assistance in excess of $200,000 expended for housing rehabilitation, housing construction, or other public construction; and to contracts and subcontracts in excess of $100,000 awarded in connection with the Section 3 activity.

1. Name and Address: Fill in the name and address of the entity completing the form. This may be a grantee, subgrantee, contractor or subcontractor.

2. Project Number(s): Fill in all project numbers that apply to the Section 3 activity.

3. Dollar Amount of Award: Fill in the total dollar amount awarded for the Section 3 activity.

4. Contact Person: Fill in the name of the person with knowledge of the award and implementation of the Section 3 activity.

5. Phone: Fill in the telephone number of the contact person.

6. Reporting Period: Fill in the time period covered by the report.

7. Date Report Submitted: Fill in the time period covered by the report.

Part I: Employment and Training Performance

Job Category: Professionals are defined as people who have special knowledge of an occupation (e.g. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade separately. The category of Other includes occupations such as service workers.

Number of New Hires: Enter the number of new hires for each job category identified. New hire refers to a person who is not on the recipient's or contractor's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Number of New Hires that are Section 3 Residents: Enter the number of Section 3 new hires for each job category identified. Section 3 new hire refers to a Section 3 resident who is not on the recipient's or contractor's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Number of Section 3 Employees and Trainees: Enter the total number of Section 3 residents who were employed and trained in connection with the Section 3 covered award. This includes, but is not limited to, the new hires.

Part II: Contract Awards to Section 3 Businesses

Name of Section 3 Business Concern: Enter the name of each Section 3 business that was awarded a contract or subcontract in connection with the Section 3 covered award.

Specify Construction or Non-Construction Contract: Enter "construction" or "non-construction" to indicate whether each contract was a construction contract.

Contract Amount: Enter the total amount of each award to a Section 3 business.

Part III: Summary

Check all efforts undertaken to direct opportunities toward low- and very low-income persons in connection with the Section 3 award. Briefly describe any "other" such efforts.

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

____ Participated in a HUD program of other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

____ Other; describe below.

GUIDELINES FOR COMPLETING THE SECTION 3 BID EVALUATION MEMORANDUM

NOTE: This *Section 3 Bid Evaluation Memorandum* form is required during procurement when;

- The project budget includes $200,000 or more of housing & development funds (such as CDBG or HOME funds), AND
- The Local Contracting Agency (LCA) anticipates awarding a contract in the amount of $100,000 or more

A **Section 3 Responsive bidder** is a bidder that **submits a *Section 3 Business Certification*** form with their bid, documenting that they:

Option 1 – Qualify as a Section 3 Business concern because they:

- Are 51% owned by low-income residents, or
- Employ low-income residents (30% or more permanent full-time employees are income qualified) and a signed *Section 3 Resident Certification form* from each qualified employee is submitted with the bid.

- OR -

Option 2 – Make a written commitment; submit a *Section 3 Economic Opportunity Plan*, identify positions to reflect that they will:

Option a – Hire at least 30% aggregate new-hires that are qualified low-income residents, and

- Provide the *Section 3 Resident Certification* form for each income qualified new-hire.

Option b – Subcontract 25% or more of the bid amount to qualified Section 3 Business Concern(s), and

- Provides a *Section 3 Resident Certification* form for each income qualified employee.

NOTE: The recipient of a Section 3 contract is required to submit a *Section 3 Summary Report* with their final Certified Payroll Report.

A **Section 3 Non-responsive bidder** is a bidder that:

- Fails to provide a *Section 3 Business Certification* form and *Resident Certification forms* with a bid response, or
- Fails to provide a *Section 3 Business Certification* form and an *Economic Opportunity Plan* with a bid response.

A **REASONABLE bid** is a bid that is not more then the value of "X" higher than the **LOWEST BID.**

1. The actual dollar amount of the lowest bid received from any responsible bidder, **PLUS**
2. The **"X" FACTOR,** which is the lesser of;
   a. The dollar amount of the required percentage listed on the chart below of the Bid submitted, or
   b. The actual dollar amount listed on the chart below.
3. Equal the **MAXIMUM ACCEPTABLE BID.**

Zone of Consideration

If the Lowest Bid is		The "X" FACTOR is the Lesser than	
At Least	But Less Than		
$100,000	N/A	10%	$9,000
$100,000	$200,000	9%	$16,000
$200,000	$300,000	8%	$21,000
$300,000	$400,000	7%	$24,000
$400,000	$500,000	6%	$25,000
$500,000	$1,000,000	5%	$40,000
$1,000,000	$2,000,000	4%	$60,000
$2,000,000	$4,000,000	3%	$80,000
$4,000,000	$7,000,000	2%	$105,000
$7,000,000		1.5%	

SECTION 3 BID PREFERENCES

First preference consideration will be given to a bidder who is a qualified Section 3 Business Concern; and provides a reasonable bid.
Second preference consideration will be given to a bidder who commits to employing income qualified residents or subcontracting with qualified business concerns and identifies the positions and/or subcontractors on a completed Economic Opportunity Plan submitted with his/her bid; and provides a reasonable bid. If the lowest bid of a qualified Section 3 Responsive Bidder is not reasonable (not within the *Zone of Consideration*), OR no bidders are responsive to Section 3 requirements, the contract shall be awarded to the lowest bid from any responsive and responsible bidder in accordance with the LCA's policy and procedures, consistent with California Public Contracting Code.

NOTE: When awarding a contract to the lowest bidder who is non-responsive to Section 3 requirements, but provides a reasonable bid, the bidder must sign a *Section 3 Commitment* form acknowledging that they must document and report all efforts made to achieve the minimum requirements of Section 3 (30% of aggregate new hires must be income qualified, or 25% of the subcontracts awarded will be qualified business concerns).

TO: Contract Compliance Officer, Community Development Block Grant Division
Community Development Commission, County of Los Angeles

Date _____
PRIOR TO CONTRACT AWARD
FAX a copy to (323) 890-8595

SECTION 3 BID EVALUATION MEMORANDUM

(The LCA should refer to the guidelines on the reverse side of this page for assistance with completing this form)

Awarding Agency: _____ Labor Standards Officer: _____

Project Name: _____ Project Number: _____

Bid Opening Date: _____

SECTION 3 RESPONSIVENESS

	RESPONSIVE YES	RESPONSIVE NO	Bid Amount (List Low Bid First) (Use Additional Sheets If Necessary)
BUSINESS NAME:			$
Option 1. ☐ 51% Owned, or ☐ Employ 30% or more income qualified workers, AND *Resident Certification* forms are in file, OR Option 2. ☐ Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. ☐ Incorporate *Resident Certification* in hiring practices and focus hiring efforts toward income-qualified residents, and/or Option b. ☐ Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			
BUSINESS NAME:			$
Option 1. ☐ 51% Owned, or ☐ Employ 30% or more income qualified workers, AND *Resident Certification* forms are in file, OR Option 2. ☐ Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. ☐ Incorporate *Resident Certification* in hiring practices and focus hiring efforts toward income-qualified residents, and/or Option b. ☐ Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			
BUSINESS NAME:			$
Option 1. ☐ 51% Owned, or ☐ Employ 30% or more income qualified workers, AND *Resident Certification* forms are in file, OR Option 2. ☐ Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. ☐ Incorporate *Resident Certification* in hiring practices and focus hiring efforts toward income-qualified residents, and/or Option b. ☐ Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			
BUSINESS NAME:			$
Option 1. ☐ 51% Owned, or ☐ Employ 30% or more income qualified workers, AND *Resident Certification* forms are in file, OR Option 2. ☐ Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. ☐ Incorporate *Resident Certification* in hiring practices and focus hiring efforts toward income-qualified residents, and/or Option b. ☐ Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			

REASONABLENESS OF BID *(See the back side of this form for assistance with calculating the Zone of Consideration)*

"X" FACTOR		
	ENTER THE LOWEST BID AMOUNT HERE:	$
	ADD the Lesser of $_____ (_____ % of Low Bid) OR $_____	$
	TO RECEIVE A SECTION 3 PREFERENCES, THE BID CAN NOT EXCEED:	$

First consideration for a bid preference will be given to a bidder who is a qualified Section 3 Business Concern and provides a reasonable bid.
Second consideration for a bid preference will be given to a bidder who commits to employing income qualified residents or subcontracting with qualified business concerns and identifies the positions and/or subcontractors on a completed Economic Opportunity Plan submitted with his/her bid; and provides a reasonable bid.

RECOMMENDATION FOR SECTION 3 BID PREFERENCE

The contractor listed below is a Section 3 Responsive Bidder within the "Zone of Consideration"

_____
(Print Name of Contracting Officer)

_____
(Signature of Contracting Officer)

_____
(Date)

Check this box below if applicable

☐ No bidders were able to meet Section 3 responsive and reasonable bidding requirements. Therefore, the construction contract will be awarded to the lowest bidder who has provided a reasonable bid in accordance with the awarding agency's policy and procedures.**

CONTRACTING WITH SMALL BUSINESS MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:

   a. Including qualified Small Business and Minority Firms on solicitation lists.

   b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.

   c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.

   d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.

   e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.

   f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.

3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal. Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish to* the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilizes) in the performance of any non exempt contract or subcontract,. is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the **Clean Air Act,** as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control **Act, as amended, (33 USC 1318) relating to** inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that .a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

FRINGE BENEFIT PAYMENT CERTIFICATION

PROJECT NAME _____ LOCAL CONTRACTING AGENCY _____

Location: _____ CDBG Project Number: _____

Work Classification	HOURLY FRINGE BENEFITS PROVIDED		Name, Address, and Telephone Number of the Approved Plan, Fund, or Program
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	

I Certify under penalty of perjury that:

☐ I make payments to approved fringe benefit plans, funds, or programs as listed above.

OR

☐ I DO NOT make payments to approved fringe benefit plans, funds, or programs. Benefits are added to hourly rates and paid each week to the employees.

_____ _____

(Print Company Name) *(Print Name of Person Authorized to Sign)*

Contractor License Number: _____ By: _____

Date: _____ Title: _____

NOTICE OF SECTION 3 COMMITMENT

TO: _____
(Name of Labor Union, Workers Representative, etc.

_____
(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____ involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is _____. For additional information, you may contact _____ (Contact Person's Name), _____ (Title) at (_____) _____.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____ By: _____
(Print Name) (Signature)

_____ _____
(Date) (Title)

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: _____ Project Number: _____

Project Name: _____

Company Name: _____

Address: _____

Print Name: _____

Title: _____

Signature: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 09/30/2006)

1. FROM (*name and address of requesting agency*)	2. PROJECT NAME AND NUMBER 3. LOCATION OF PROJECT (City, County and State)
4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION ☐ Building ☐ Residential ☐ Heavy ☐ Other (specify) ☐ Highway
6. WAGE DECISION NO. (include modification number, if any) ☐ COPY ATTACHED	7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Agency Representative *(Typed name and signature)* *Date* *Phone Number*	**FOR HUD USE ONLY** **LR2000:** **Log in:** **Log out:**

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

CA33. Alexander Street Improvement.txt

General Decision Number: CA170033 02/17/2017 CA33

Superseded General Decision Number: CA20160033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017
2	02/17/2017

ASBE0005-002 07/04/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 38.37	20.13
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 26.15	17.31

ASBE0005-004 07/04/2016

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 18.38	10.82

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER	$ 41.17	28.27

* BRCA0004-007 05/01/2016

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 39.01	15.55

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2016

	Rates	Fringes
MARBLE FINISHER	$ 29.20	12.93
TILE FINISHER	$ 24.53	11.08
TILE LAYER	$ 35.89	9.08

BRCA0018-010 09/01/2016

	Rates	Fringes
TERRAZZO FINISHER	$ 28.53	12.27
TERRAZZO WORKER/SETTER	$ 35.57	13.14

CARP0409-001 07/01/2016

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 39.83	17.03
(2) Millwright	$ 40.90	17.03
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 40.53	17.03
(4) Pneumatic Nailer, Power Stapler	$ 40.09	17.03
(5) Sawfiler	$ 39.83	17.03
(6) Scaffold Builder	$ 31.60	17.03
(7) Table Power Saw Operator	$ 40.93	17.03

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet	$ 663.68	9.82
(2) Standby	$ 331.84	9.82
(3) Tender	$ 323.84	9.82
(4) Assistant Tender	$ 299.84	9.82

Amounts in "Rates' column are per day

CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 40.40	15.03
STOCKER/SCRAPPER	$ 10.00	7.17

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer	$ 17.00	7.41

ELEC0011-004 08/01/2016

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician	$ 41.45	27.96
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV,and Underground Systems)		
Journeyman Transportation Electrician	$ 41.45	27.96
Technician	$ 31.09	27.65

FOOT NOTE:
CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:
Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals.
Installation of underground ducts for electrical,telephone, cable television and communication systems.
Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:
Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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* ELEC0011-005 08/01/2016

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer	$ 30.73	14.00
Technician	$ 30.10	12.48

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	$ 42.21	14.32
(3) Groundman.....	$ 32.28	14.03
(4) Powderman.....	$ 47.19	14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 52.21	31.585

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2016

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	$ 39.95	23.35
GROUP 2.....	$ 40.73	23.35
GROUP 3.....	$ 41.02	23.35
GROUP 4.....	$ 42.51	23.35
GROUP 5.....	$ 41.86	23.35
GROUP 6.....	$ 41.83	23.35
GROUP 8.....	$ 42.84	23.35
GROUP 9.....	$ 42.19	23.35
GROUP 10.....	$ 42.96	23.35
GROUP 11.....	$ 42.31	23.35
GROUP 12.....	$ 43.13	23.35
GROUP 13.....	$ 43.23	23.35
GROUP 14.....	$ 43.26	23.35
GROUP 15.....	$ 43.34	23.35
GROUP 16.....	$ 43.46	23.35
GROUP 17.....	$ 43.63	23.35
GROUP 18.....	$ 43.73	23.35

GROUP 19	$ 43.84	23.35
GROUP 20	$ 43.96	23.35
GROUP 21	$ 44.13	23.35
GROUP 22	$ 44.23	23.35
GROUP 23	$ 44.34	23.35
GROUP 24	$ 44.46	23.35
GROUP 25	$ 44.63	23.35

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)

GROUP 1	$ 43.20	22.15
GROUP 2	$ 43.98	22.15
GROUP 3	$ 44.27	22.15
GROUP 4	$ 44.41	22.15
GROUP 5	$ 44.63	22.15
GROUP 6	$ 44.74	22.15
GROUP 7	$ 44.86	22.15
GROUP 8	$ 45.03	22.15
GROUP 9	$ 45.20	22.15
GROUP 10	$ 46.20	22.15
GROUP 11	$ 47.20	22.15
GROUP 12	$ 48.20	22.15
GROUP 13	$ 49.20	22.15

OPERATOR: Power Equipment (Tunnel Work)

GROUP 1	$ 41.80	23.35
GROUP 2	$ 42.58	23.35
GROUP 3	$ 42.87	23.35
GROUP 4	$ 43.01	23.35
GROUP 5	$ 43.23	23.35
GROUP 6	$ 43.34	23.35
GROUP 7	$ 43.46	23.35

PREMIUM PAY:
$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator;

Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar

and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane

operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM

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and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 49.50	23.60
(2) Dredge dozer	$ 43.53	23.60
(3) Deckmate	$ 43.42	23.60
(4) Winch operator (stern winch on dredge)	$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 42.33	23.60
(6) Barge Mate	$ 42.94	23.60

IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 28.33	20.64
Ornamental, Reinforcing and Structural	$ 34.75	29.20

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 07/01/2016

	Rates	Fringes
Brick Tender	$ 30.52	18.56

LABO0300-003 07/04/2016

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 38.09	19.07
GROUP 2	$ 38.41	19.07
GROUP 3	$ 38.87	19.07
GROUP 4	$ 39.56	19.07
LABORER		
GROUP 1	$ 32.34	19.07
GROUP 2	$ 32.89	19.07
GROUP 3	$ 33.44	19.07
GROUP 4	$ 34.99	19.07
GROUP 5	$ 35.34	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger

mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form

of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0300-005 01/01/2017

	Rates	Fringes
Asbestos Removal Laborer.....	$ 31.88	16.82

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/03/2016

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	$ 37.89	20.50
GROUP 2.....	$ 36.94	20.50
GROUP 3.....	$ 33.40	20.50

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/04/2016

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 33.65	13.95
(2) Vehicle Operator/Hauler	$ 33.82	13.95
(3) Horizontal Directional Drill Operator	$ 35.67	13.95
(4) Electronic Tracking Locator	$ 37.67	13.95
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 34.86	17.03
GROUP 2	$ 36.16	17.03
GROUP 3	$ 38.17	17.03
GROUP 4	$ 39.91	17.03

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-001 08/03/2016

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	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 31.60	19.28
PLASTER TENDER	$ 34.15	19.28

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2015

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 27.29	12.83
(2) All Other Work	$ 30.72	12.83

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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* PAIN0036-006 10/01/2016

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395	$ 32.05	16.82
Remainder of Los Angeles County	$ 37.18	17.99

PAIN0036-015 06/01/2016

	Rates	Fringes
GLAZIER	$ 41.70	21.13

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 05/01/2016

	Rates	Fringes
SOFT FLOOR LAYER	$ 31.10	14.06

PLAS0200-009 08/05/2015

	Rates	Fringes
PLASTERER	$ 38.44	13.77

PLAS0500-002 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.30	23.33

PLUM0016-001 07/01/2016

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 47.19	21.41
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 45.73	20.43
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 35.69	18.76

PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 29.27	19.75
Sewer & Storm Drain Work	$ 33.24	17.13

ROOF0036-002 08/01/2015

	Rates	Fringes
ROOFER	$ 35.07	14.40

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour "pitch premium" pay.

SFCA0669-013 04/01/2016

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER	$ 37.32	20.27

SFCA0709-005 07/01/2015

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	$ 42.93	24.04

SHEE0105-002 07/01/2016

LOS ANGELES (South of a straight line between gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	$ 24.76	9.51
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equpment.....	$ 41.86	26.88

SHEE0105-003 07/01/2016

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	$ 41.86	26.88
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	$ 41.86	26.88

SHEE0105-004 07/01/2016

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	$ 31.69	26.21

TEAM0011-002 08/01/2016

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 29.09	26.39
GROUP 2	$ 29.24	26.39
GROUP 3	$ 29.37	26.39
GROUP 4	$ 29.56	26.39
GROUP 5	$ 29.59	26.39
GROUP 6	$ 29.62	26.39
GROUP 7	$ 29.87	26.39
GROUP 8	$ 30.12	26.39
GROUP 9	$ 30.32	26.39
GROUP 10	$ 30.62	26.39
GROUP 11	$ 31.12	26.39
GROUP 12	$ 31.55	26.39

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water

pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CITY OF SAN FERNANDO

PUBLIC WORKS DEPARTMENT

ALEXANDER STREET IMPROVEMENTS

BETWEEN FIRST STREET AND FOURTH STREET

CDBG PROJECT NO. 601819-16
PROJECT NO. 7596, PLAN NO. 723

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN FERNANDO REQUIREMENTS.

THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE AGENCY'S STANDARD PLANS, PROJECT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS. THE CONTRACTOR SHALL KEEP A COPY OF THIS INFORMATION ON THE JOBSITE.

A PRECONSTRUCTION MEETING SHALL BE HELD A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK.

THE CONTRACTOR SHALL NOTIFY THE AGENCY'S CONSTRUCTION MANAGER, MANUEL FABIAN @ (818) 898-1243, A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION AND 48 HOURS IN ADVANCE OF INSPECTION REQUESTS.

PROJECT STATIONING REFERS TO THE CENTERLINE OF THE STREET.

STOCK PILING OF REMOVED MATERIAL WILL NOT BE ALLOWED IN OR AROUND THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAULING OFF ALL EXCESS MATERIALS GENERATED DURING THE CONSTRUCTION OF THIS PROJECT TO AN APPROVED DISPOSAL SITE.

DUST SHALL BE CONTROLLED WITH WATER OR AS REQUIRED UNDER THE DIRECTION OF THE INSPECTOR.

REMOVAL OF ALL VEGETATION AND DEBRIS PRIOR TO ANY GRADING IS REQUIRED.

NO EXCAVATION SHALL BE LEFT OPEN AFTER DAYLIGHT HOURS, EXCAVATIONS SHALL BE BACKFILLED AND PAVEMENT REPLACED OR BRIDGED WITH TRAFFIC RATED STEEL PLATES.

CONTRACTOR WORK SHALL BE 7:00 AM TO 4:00 PM MONDAY THRU FRIDAY, EXCLUDING HOLIDAYS, UNLESS OTHERWISE ACCEPTED BY THE CITY. ALL WORK WITHIN VEHICULAR TRAFFIC LANES SHALL BE LIMITED TO 9:00 AM AND 3:00 PM.

AN AGENCY APPROVED TRAFFIC CONTROL PLAN PER LATEST EDITION OF THE WATCH HANDBOOK SHALL BE SECURED 48 HOURS PRIOR TO CONSTRUCTION.

INSTALL TAR PAPER AROUND POWER POLES PRIOR TO LAYING A.C. PAVEMENT IN ALLEYS.

PROVIDE 2" X 4" REDWOOD HEADERS AT PROPERTY LINES WHERE PROPOSED PAVEMENT IS CONSTRUCTED ADJACENT TO DIRT OR UNPAVED AREA, OR ADJACENT TO WOOD, METAL OR CHAIN LINE FENCE, SEE TYPICAL SECTION DETAIL.

JOIN NEW A.C. PAVEMENT TO EXISTING A.C. & CONC. PAVEMENT AT PROPERTY LINE. SAW-CUT AS NECESSARY AND PROVIDE TACK COAT.

THE SUBGRADE OF THE DRIVEWAY AND PARKING AREAS SHALL BE SCARIFIED, BROUGHT TO OPTIMUM MOISTURE CONTENT 90%. COMPACTION ACTIVITIES SHALL BE INSPECTED BY AGENCY PRIOR TO PLACING CRUSHED MISCELLANEOUS BASE AND CASTING OF CONCRETE.

PUBLIC UTILITIES WITHIN THE CITY OF SAN FERNANDO

WATER:
CITY OF SAN FERNANDO
543 GLENOAKS BLVD.
SAN FERNANDO, CA 91340
TONY SALAZAR OR DANNY GARCIA
818 898 1293

WASTEWATER:
CITY OF SAN FERNANDO
543 GLENOAKS BLVD.
SAN FERNANDO, CA 91340
DALE WARREN
818 898 1293

ELECTRICITY:
SOUTHERN CALIFORNIA EDISON COMPANY
EMERGENCY CALLS
800 611 1911

GAS:
SOUTHERN CALIFORNIA GAS COMPANY
EMERGENCY CALLS
800 427 2200

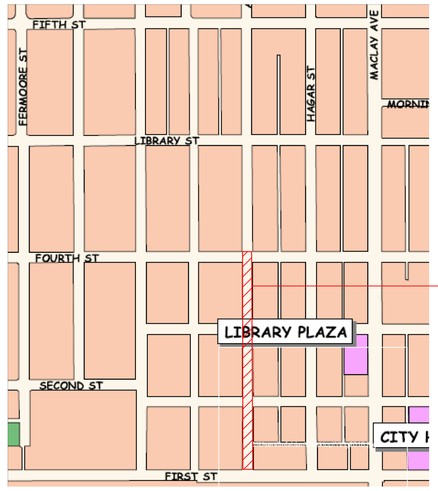
TELEPHONE:
VERIZON
EMERGENCY CALLS
800 483 1000

CABLE:
TIME WARNER
EMERGENCY CALLS
818 700 6500

POLICE:
CITY OF SAN FERNANDO POLICE DEPT.
NON-EMERGENCY NUMBER
818 898 1267

LIST OF DRAWINGS

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Street Improvement Plan - STA 0+00 TO 6+50
3	Street Improvement Plan - STA 6+50 TO 12+57



Vicinity Map

DISPOSITION NOTES
1 Adjust to Grade
2 Protect In Place

CONSTRUCTION NOTES
1. Cold Mill 0.5" to 1.5" AC Pavement
2. Cold Mill 0.5" AC Pavement
3. Construct 1.5" thick ARHM Overlay.
4. Remove and Replace 4" thick PCC Sidewalk
5. Remove and Replace Curb & Gutter per SPPWC 120-1
6. Remove and Replace 6" thick PCC Drive Approach per SPPWC 110-2, Type A
7. Construct Curb Ramp with Truncated Dome
8. Remove existing PCC Drive Approach and Construct 4" thick PCC Sidewalk
9. Remove and Replace Variable Height Curb
10. Remove and Replace Cross Gutter per SPPWC122-1
11. Provide Traffic Striping, Pavement Marking or Signage as Indicated

LEGEND

SMH	STREET LIGHT
S	SEWER MANHOLE
MB	SEWER MAIN LINE
	MAIL BOX
	LOOP DETECTORS
PP	SIGN
	POWER POLE
D	STORM DRAIN MANHOLE
	VAULT
TSB	TRAFFIC SIGNAL BOX
GM	GAS METER
OV	OIL VALVE
	TRAFFIC SIGNAL
PB	PULL BOX
FH	FIRE HYDRANT
WM	WATER METER
WV	WATER VALVE
W	WATER MAIN LINE
GAS V	GAS VALVE
	LIGHT POLE
G	GAS LINE
	CONSTRUCTION NOTES 1 AND 3
	CONSTRUCTION NOTES 2 AND 3

NOTICE TO CONTRACTOR:

IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CALL THE USA UNDERGROUND ALERT FOR LOCATION OF EXISTING UNDERGROUND UTILITIES NO LESS THAN TWO DAYS NOR MORE THAN SEVEN DAYS PRIOR TO CONSTRUCTION.

1-800-422-4133

THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY DAMAGE DONE TO EXISTING UTILITIES OR STREET IMPROVEMENTS INCLUDING CONCRETE/LANDSCAPING DURING CONSTRUCTION.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800-227-2600
OR 811
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

REGISTERED PROFESSIONAL ENGINEER — YING KWAN — EXP. 3/31/2018 NO. 42418 — STATE OF CALIFORNIA — CIVIL

DRAWN BY:	MF
DESIGNED BY:	MF
CHECKED BY:	YK

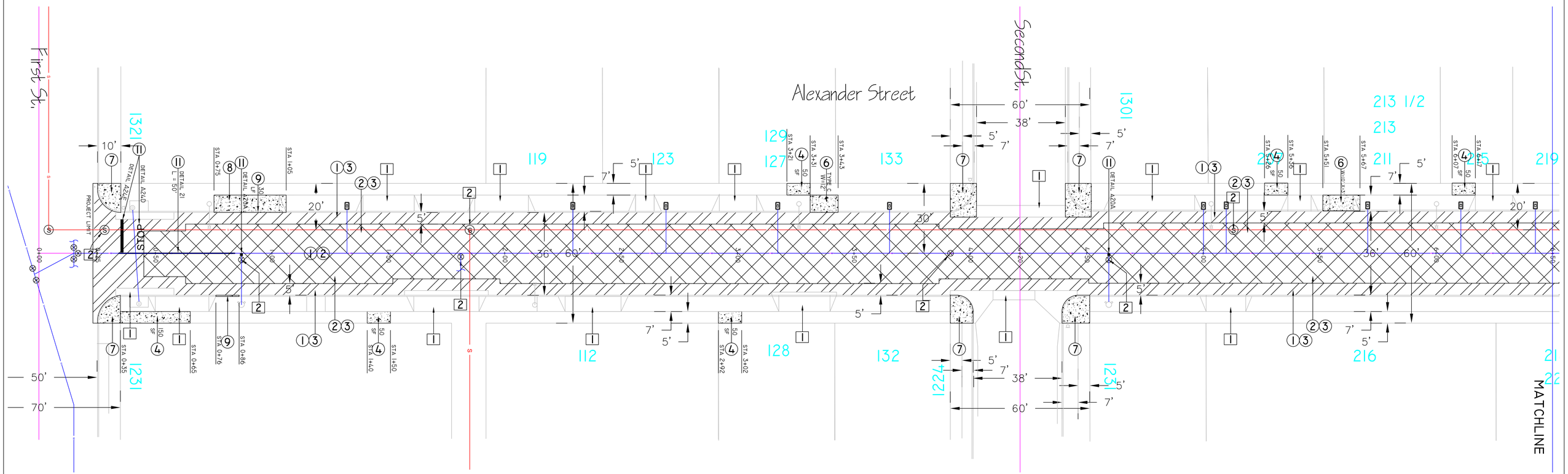
PREPARED BY:
Manuel Fabian, Civil Engineer Assistant II DATE

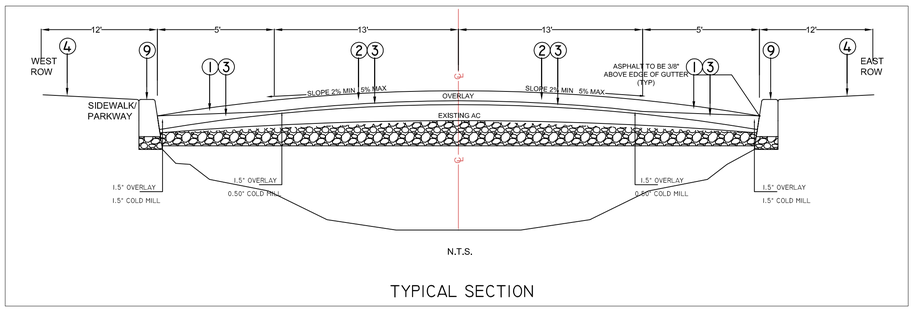
APPROVED BY:
Ying Kwan, P.E., City Engineer DATE
R.C.E. NO.: 42418 EXP. DATE: 3/31/18

CITY OF SAN FERNANDO
HISTORIC & VISIONARY
CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

Alexander Street Improvements
between First Street and Fourth Street
TITLE SHEET
CDBG Project No. 601819-16
Project No. 7596, Plan No. P-723

SHEET NO. 1 OF 3





TYPICAL SECTION

ALEXANDER STREET BETWEEN
FIRST AND FOURTH STREETS

DISPOSITION NOTES

1. Protect in Place
2. Adjust to Grade

CONSTRUCTION NOTES

1. Cold Mill 0.5" to 1.5" AC Pavement
2. Cold Mill 0.5" AC Pavement
3. Construct 1.5" thick ARHM Overlay.
4. Remove and Replace 4" thick PCC Sidewalk
5. Remove and Replace Curb & Gutter per SPPWC 120-1
6. Remove and Replace 6" thick PCC Drive Approach per SPPWC 110-2, Type A
7. Construct Curb Ramp with Truncated Dome
8. Remove existing PCC Drive Approach and Construct 4" thick PCC Sidewalk
9. Remove and Replace Variable Height Curb
10. Remove and Replace Cross Gutter per SPPWC 122-1
11. Provide Traffic Striping, Pavement Marking or Signage as Indicated

LEGEND

- STREET LIGHT
- SEWER MANHOLE
- S — SEWER MAIN LINE
- MB MAIL BOX
- LOOP DETECTORS
- SIGN
- PP POWER POLE
- STORM DRAIN MANHOLE
- VAULT
- TSB TRAFFIC SIGNAL BOX
- GM GAS METER
- OV OIL VALVE
- TRAFFIC SIGNAL
- PB PULL BOX
- FH FIRE HYDRANT
- WM WATER METER
- WV WATER VALVE
- W — WATER MAIN LINE
- GAS V GAS VALVE
- LIGHT POLE
- G — GAS LINE
- CONSTRUCTION NOTES 1 AND 3
- CONSTRUCTION NOTES 2 AND 3

1" = 20'

0 20 40

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800-227-2600
OR 811
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

REGISTERED PROFESSIONAL ENGINEER YING KWAN EXP. 3/31/2018 NO. 42418 STATE OF CALIFORNIA CIVIL

DRAWN BY:	MF
DESIGNED BY:	MF
CHECKED BY:	YK

PREPARED BY:
Manuel Fabian, Civil Engineer Assistant II DATE

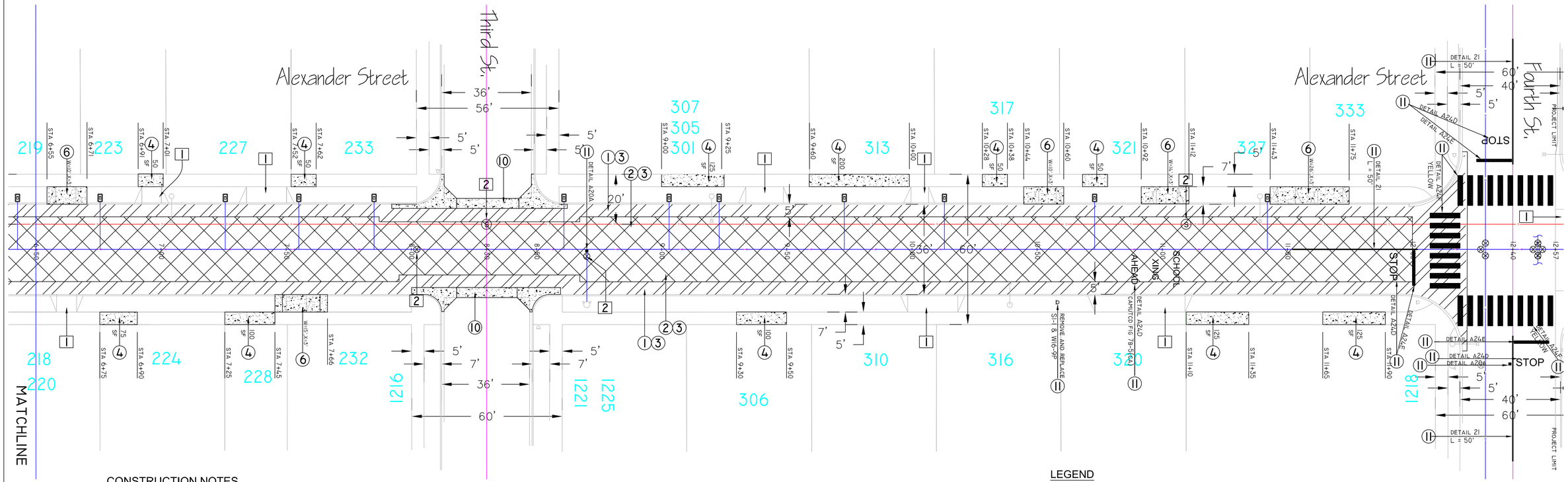
APPROVED BY:
Ying Kwan, P.E., City Engineer DATE
R.C.E. NO.: 42418 EXP. DATE: 3/31/2018

CITY OF SAN FERNANDO
HISTORIC & VISIONARY
CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

Alexander Street Improvements
between First Street and Fourth Street
STREET IMPROVEMENT PLAN - STA 0+00 TO 6+50

CDBG Project No. 601819-16
Project No. 7596, Plan No. P-723

SHEET NO. 2 OF 3

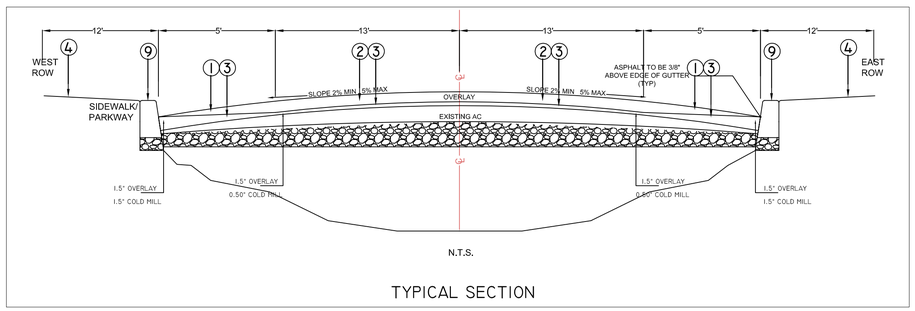


CONSTRUCTION NOTES

① Cold Mill 0.5" to 1.5" AC Pavement
② Cold Mill 0.5" AC Pavement
③ Construct 1.5" thick ARHM Overlay.
④ Remove and Replace 4" thick PCC Sidewalk
⑤ NOT USED
⑥ Remove and Replace 6" thick PCC Drive Approach per SPPWC 110-2, Type A
⑦ Construct Curb Ramp with Truncated Dome
⑧ Remove existing PCC Drive Approach and Construct 4" thick PCC Sidewalk
⑨ Remove and Replace Variable Height Curb
⑩ Remove and Replace Cross Gutter per SPPWC 122-1
⑪ Provide Traffic Striping, Pavement Marking or Signage as Indicated

DISPOSITION NOTES

1 Protect in Place
2 Adjust to Grade



N.T.S.

TYPICAL SECTION

LEGEND

	STREET LIGHT		STORM DRAIN MANHOLE	FH	FIRE HYDRANT
S	SEWER MANHOLE		VAULT	WM	WATER METER
	SEWER MAIN LINE	TSB	TRAFFIC SIGNAL BOX	WV	WATER VALVE
MB	MAIL BOX	GM	GAS METER	W	WATER MAIN LINE
	LOOP DETECTORS	OV	OIL VALVE	GAS V	GAS VALVE
PP	SIGN / POWER POLE		TRAFFIC SIGNAL		LIGHT POLE
		PB	PULL BOX	G	GAS LINE
					CONSTRUCTION NOTES 1 AND 3
					CONSTRUCTION NOTES 2 AND 3

1" = 20'

0 20 40

ALEXANDER STREET BETWEEN
FIRST AND FOURTH STREETS

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800-227-2600
OR 811
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

REGISTERED PROFESSIONAL ENGINEER YING KWAN EXP. 3-31-2018 NO. 42418 CIVIL STATE OF CALIFORNIA

DRAWN BY: MF
DESIGNED BY: MF
CHECKED BY: YK

PREPARED BY:
Manuel Fabian, Civil Engineer Assistant II DATE

APPROVED BY:
Ying Kwan, P.E., City Engineer DATE
R.C.E. NO.: 42418 EXP. DATE: 3/31/2018

CITY OF SAN FERNANDO
HISTORIC & VISIONARY
CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

Alexander Street Improvements
between First Street and Fourth Street
STREET IMPROVEMENT PLAN - STA 6+50 TO 12+57

CDBG Project No. 601819-16
Project No. 7596, Plan No. P-723

SHEET NO. 3 OF 3

THE CITY OF SAN FERNANDO

ATTACHMENT "B"
CONTRACT NO. 1847

CONSTRUCTION CONTRACT/AGREEMENT

ALL AMERICAN ASPHALT
Alexander Street Improvements between First Street and Fourth Street,
CDBG Project No. 601819-16 Plans (P-723) and Specifications (Job No. 7596)

THIS AGREEMENT, made and entered into this 17th day of April, 2017, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and All American Asphalt "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **Alexander Street Improvements between First Street and Fourth Street, CDBG Project No. 601819-16 Plans (P-723) and Specifications (Job No. 7596)**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Alexander Street Improvements between First Street and Fourth Street, CDBG Project No. 601819-16 Plans (P-723) and Specifications (Job No. 7596)** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated March 29, 2017.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of One Hundred Forty-Three Thousand Nine Hundred Seventy Nine Dollars and Twelve Cents ($143,979.12).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **thirty (30)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars ($500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars ($50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement. **Contractor understands this is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. Contractor acknowledges that if Federal and State wage rates are applicable, then the higher of the two will prevail.**

7**.** The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or

SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

> The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars ($50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

CONSTRUCTION CONTRACT/AGREEMENT

11. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or $1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

_____
CONTRACTOR

BY _____

_____
Title

BY _____

_____
Title

CITY OF SAN FERNANDO
A Municipal Corporation

_____
NICK KIMBALL
INTERIM CITY MANAGER

CONSTRUCTION CONTRACT/AGREEMENT

ATTEST:

ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

RICK R. OLIVAREZ
CITY ATTORNEY
OLIVAREZ MADRUGA, P.C.

NOTICE OF INVITING BIDS
ALEXANDER STREET IMPROVEMENTS
BETWEEN FIRST STREET AND FOURTH STREET
CDBG Project No. 601819-16, Job No. 7596, Plan No. P-723

SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340

PROPOSAL DUE DATE: WEDNESDAY, MARCH 29, 2017 – 11:00 AM

No.	Company Name	Address	Date and Time Received	Cost
1	All American Asphalt	P.O. Box 2229 Corona, CA 92878-2229	3/29/17 @ 10:26 a.m.	$143,979.12
2	R.C. Becker & Son	28355 Kelly Johnson Parkway Santa Clarita, CA 91355	3/29/17 @ 10:43 a.m.	$184,660.47
3	Toro Enterprises Inc. General Engineering Contractors	P.O. Box 6285 Oxnard, CA 93031	3/29/17 @10:47 a.m.	$173,890.00
4	EC Construction	2213 Chico Avenue S. El Monte, CA 91733	3/29/17 @ 10:52 a.m.	$177,101.80
5	Excel Paving Company	2230 Lemon Avenue Long Beach, CA 90806	3/29/17 @10:53 a.m.	$159,083.25
6	Hardy & Harper, Inc. Asphalt Paving Construction	1312 E. Warner Ave. Santa Ana, CA 92705	3/29/17 @ 10:53 a.m.	$161,000.00
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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Joel Fajardo

Date: April 17, 2017

Subject: Consideration to Adopt a Resolution Commemorating the Victims of the Armenian Genocide

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7790 (Attachment "A") commemorating the victims of the Armenian Genocide.

BACKGROUND:

I have requested that staff prepare a resolution commemorating the Armenian Genocide for the City Council to consider.

ANALYSIS:

Each year around the world, many governments commemorate an Armenian Genocide Remembrance Day on April 24th. In commemoration of this day, I would ask that the City Council approve the attached resolution and authorize staff to lower all flags to half-mast on April 24, 2017.

BUDGET IMPACT:

There is minimal budget impact associated with preparing and adopting this Resolution.

ATTACHMENT:

A. Resolution No. 7790

REVIEW: ☒ Finance Director ☒ City Manager

ATTACHMENT "A"

RESOLUTION NO. 7790

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, COMMEMORATING THE 101ST ANNIVERSARY OF THE ARMENIAN GENOCIDE

WHEREAS, the Armenian people, living in their 3,000-year historic homeland in eastern Asia Minor and throughout the Ottoman Empire, were subjected to severe persecution and brutal injustice by the rulers of the Ottoman Empire before and after the turn of the Twentieth Century, including widespread massacres, usurpation of land and property, and acts of wanton destruction during the period from 1894 to 1896, inclusive, and again in 1909; and

WHEREAS, the horrible experience of the Armenians at the hands of their oppressors culminated in the Armenian Genocide, beginning in 1915, in what is known by historians as the "First Genocide of the Twentieth Century," and as the prototype of modem day mass killing; and

WHEREAS, the Armenian Genocide commenced on April 24, 1915 with the arrest, exile, and murder of hundreds of Armenian intellectuals, and business, political, and religious leaders, and thereafter rapidly spread throughout Anatolia; and

WHEREAS, the regime then in control of the Ottoman Empire, known as the "Young Turks," planned and executed the unspeakable atrocities committed against the Armenian people from 1915 to 1923, inclusive, which included the torture, starvation, and murder of 1,500,000 Armenians, death marches into the Syrian Desert, the forced exile of more than 500,000 innocent people, and the loss of the traditional Armenian homelands; and

WHEREAS, the Armenian Genocide is documented with overwhelming proof in the national archives of the United States, Austria, France, Germany, Great Britain, Russia, Turkey, the Vatican and many other countries; and

WHEREAS, the Los Angeles area is the home of one of the largest population of survivors of the Armenian Genocide and their descendants in the world outside of Armenia, and those residents reasonably demand justice and appropriate recognition of the crimes committed against the Armenian people; and

WHEREAS, it is vital that the Government of the United States properly reaffirm the Armenian Genocide, not just because of the moral implications, but because such recognition can help to prevent future atrocities from occurring;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The representations set forth in the Recitals above, are true and correct.

SECTION 2: That by the adoption of this Resolution, the City of San Fernando calls upon the President to ensure that the foreign policy of the United States reflects appropriate understanding and sensitivity concerning issues related to human rights, ethnic cleansing, and genocide documented in the United States record relating to the Armenian Genocide, and URGES the Republic of Turkey to end its decades-long campaign of Genocide denial.

SECTION 3: That by the adoption of this Resolution the Council of the City of San Fernando hereby declares April 24, 2017 as a Day of Remembrance for the victims of the Armenian Genocide.

PASSED, APPROVED, AND ADOPTED this 17th day of April, 2017.

_____
Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 17th day of April 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chávez, City Clerk