



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
MARCH 18, 2019 – 6:00 PM
CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo
Vice Mayor Sylvia Ballin
Councilmember Robert C. Gonzales
Councilmember Antonio Lopez
Councilmember Hector A. Pacheco

PLEDGE OF ALLEGIANCE

Led by Students of the Month

APPROVAL OF AGENDA

PRESENTATIONS

- a) CERTIFICATES OF RECOGNITION – STUDENTS OF THE MONTH
 - Erica Ponce – Santa Rosa De Lima
 - Krystal Pacheco – CCLA Technology Preparatory AcademyEducation Commission Chair David Govea
- b) AIR QUALITY UPDATE - SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)
Governing Board Member Michael Cacciotti
- c) SPECIAL OLYMPICS LAW ENFORCEMENT TORCH RUN
Police Chief Anthony Vairo

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d) CERTIFICATES OF RECOGNITION

- Police Officer Fernando Miranda
- San Fernando Police Department Explorer POST
Police Chief Anthony Vairo

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council ([SF Procedural Manual](#)). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

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.

CITY COUNCIL - LIAISON UPDATES**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) REQUEST TO APPROVE MINUTES OF:

- a. JANUARY 7, 2019 – REGULAR MEETING**
- b. JANUARY 22, 2019 – REGULAR MEETING**
- c. MARCH 4, 2019 – SPECIAL MEETING**
- d. MARCH 4, 2019 – REGULAR MEETING**

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2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 19-032 approving the Warrant Register.

3) CONSIDERATION TO APPROVE A NON-EXCLUSIVE LICENSE AGREEMENT WITH SPECIAL OLYMPICS SOUTHERN CALIFORNIA FOR USE OF PARK FACILITIES

Recommend that the City Council:

- a. Authorize the City Manager to execute a Non-exclusive License Agreement (Contract No. 1908) with Special Olympics Southern California for use of Las Palmas, Recreation and Pioneer park facilities; and
- b. Approve the use of the City seal on print material and social media pursuant to City Council Resolution No. 6904.

4) CONSIDERATION TO AWARD A CONTRACT FOR GLENOAKS BOULEVARD AND HARDING AVENUE SEWER AND WATER IMPROVEMENTS PROJECT, JOB NO. 7608, PLAN NO. P-730

Recommend that the City Council:

- a. Approve plans and specifications for the Glenoaks Boulevard and Harding Avenue Sewer and Water Improvements Project, Job No. 7608, Plan No. P-730;
- b. Accept the lowest responsive bid in the amount of \$1,092,496 from GRBCON, Inc., for construction of these improvements;
- c. Authorize the City Manager to execute a Construction Contract with GRBCON, Inc., (Contract No. 1909) for an amount \$1,092,496;
- d. Establish an amount of 20% of the contract amount (\$218,500), as a contingency, to cover the cost of unforeseen construction expenses.

PUBLIC HEARING**5) CONSIDERATION TO APPROVE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR (FY) 2019-2020**

Recommend that the City Council:

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- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Resolution No. 7906 approving the allocation of CDBG Funds for a Public Improvement Project in FY 2019-2020; and
- c. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission for approval.

ADMINISTRATIVE REPORTS**6) CONSIDERATION TO APPROVE A PARTNERSHIP WITH THE FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS' EDUCATION AND CULTURAL LEARNING DEPARTMENT RELATED TO THE YOUTH REINVESTMENT GRANT THROUGH THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS**

Recommend that the City Council:

- a. Approve a partnership with the Fernandeno Tataviam Band of Mission Indians' Education and Cultural Learning Department (dba Pukúu Cultural Community Services) to provide youth diversion services;
- b. Serve as Applicant and Lead Public Agency for the Youth Reinvestment Grant through the California Board of State and Community Corrections;
- c. Authorize waiver of facility use fees and staff time as in-kind contributions to meet the required match; and
- d. Authorize use of the City seal, logo and social media on digital and print material related to the program, pursuant to City Council Resolution No. 6904; and
- e. Authorize the City Manager to sign the grant application and execute all related documents.

7) CRIME STATISTICS UPDATE

Recommend that the City Council receive and file this report.

8) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE CITY COUNCIL PROCEDURAL MANUAL BY THE ADDITION OF A NEW CHAPTER 16 ENTITLED "STATEMENTS OF ECONOMIC INTEREST"

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Recommend that the City Council:

- a. Receive the presentation of staff and pose questions to City staff; and
- b. Adopt Resolution No. 7907 amending the City Council Procedural Manual by the addition of a New Chapter 16 entitled “Statements of Economic Interest”; or
- c. Provide alternative direction to City staff.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**GENERAL COUNCIL COMMENTS****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: March 14, 2019 (4:30 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.

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JANUARY 7, 2019 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:22 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Robert C. Gonzales and Hector A. Pacheco

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

Absent: Councilmember Antonio Lopez (notified staff that he was ill and would not make the meeting)

PLEDGE OF ALLEGIANCE

Led by Police Chief Anthony Vairo

APPROVAL OF AGENDA

Mayor Fajardo reported changes to the agenda including, deleting Item No.s 11 and 15, after the Consent Calendar, moving up Item No.s 13, 12, 8 and continue then items in the regular order.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to approve the agenda as amended. By consensus, the motion carried.

PRESENTATIONS

The following presentations were made:

- a) PRESENTATION BY METRO ON FIRST/LAST MILE PLANNING FOR THE EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR
- b) PROCLAMATION SAN FERNANDO SCHOOL CHOICE WEEK – JANUARY 20-26

**SAN FERNANDO CITY COUNCIL
MINUTES – January 7, 2019
Page 2**

DECORUM AND ORDER

Assistant City Attorney Padilla provided a brief summary of the rules.

PUBLIC STATEMENTS – WRITTEN/ORAL

Arturo Garcia, field representative for Assemblymember Luz Rivas, provided information on their activities and gave updates.

Amy Fall talked about the “new wave” of allowing medical marijuana and cultivation and hopes the Council will see revenue benefits and people won’t have to travel to other communities to spend their money.

Dennise Mejia, local business owner and Vice President for the National Latina Business Women Association, said she is considering a chapter in the Valley and reported that she is running for Assembly 38th District.

Cathleen Arrellano talked about parking issues in her neighborhood (which borders Sylmar) and she said that City of L.A. residents move her trashcans away from the curb and, as a result, her trash does not get picked up.

Kristal Diaz Lautalo, reiterated the same concerns, said they live near a City of L.A. apartment complex, the residents have numerous cars and block their driveways, and said that she is willing to pay for City parking passes if necessary.

Tom Ross, San Fernando City Chamber of Commerce, said they’ve been involved with the cannabis issue and, in general, support the proposal. He also reported that the mall merchants do not have all-day parking for their employees and suggested parking permits.

Patty Lopez congratulated newest Councilmember Hector Pacheco, asked Council to pay more attention on the homeless issue, said we have to support the teachers, and reminded Council that they were elected to serve the people.

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales gave an update regarding the San Fernando Valley Metro Service Council and reported that the Independent Cities Association conference will be pushed back to the first weekend in February.

CONSENT CALENDAR

Councilmember Gonzales requested to pull Item No. 7 for further discussion.

SAN FERNANDO CITY COUNCIL**MINUTES – January 7, 2019****Page 3**

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to approve the remaining Consent Calendar Items:

- 1) CONSIDERATION TO ADOPT RESOLUTION NO'S 18-122 AND 19-011 APPROVING THE WARRANT REGISTERS OF DECEMBER 17, 2018 AND JANUARY 7, 2019, RESPECTIVELY
- 2) CONSIDERATION TO APPROVE AN AGREEMENT WITH HDL SERVICES FOR TRANSACTIONS TAX AUDIT AND INFORMATION SERVICES AND ADOPT A RESOLUTION AUTHORIZING HDL SERVICES TO EXAMINE SALES, USE AND TRANSACTION TAX RECORDS
- 3) CONSIDERATION TO PURCHASE A 2019 FORD TRANSIT VAN T-350 FROM THE NATIONAL AUTO FLEET GROUP
- 4) CONSIDERATION TO APPROVE THE PURCHASE OF A 2019 FORD SUPER DUTY F-250 SRW XL 2WD WITH CARB CERTIFIED DEDICATED 19 GGE CNG SYSTEM
- 5) CONSIDERATION TO APPROVE PARTICIPATION IN THE SAN GABRIEL VALLEY REGION LAW ENFORCEMENT HOMELESS OUTREACH SERVICES TEAM GRANT PROGRAM
- 6) CONSIDERATION TO APPROVE HOMELESS CONNECT DAY AND THE USE OF THE CITY SEAL

By consensus, the motion carried.

Item Pulled for Further Discussion

- 7) CONSIDERATION TO AWARD A CONTRACT FOR SAN FERNANDO ROAD STREET IMPROVEMENTS BETWEEN SOUTH HUNTINGTON STREET AND SAN FERNANDO MISSION BOULEVARD, CDBG PROJECT NO. 601994-18 JOB NO. 7606, PLAN NO. P-729

At the request of Councilmember Gonzales, Director of Public Works/City Engineer Yazdan Emrani provided a brief presentation.

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to approve the item. By consensus, the motion carried.

The following items were moved up on the agenda.

ADMINISTRATIVE REPORTS

- 13) CONSIDERATION TO REAPPOINT AN EDUCATION COMMISSIONER

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Councilmember Pacheco made a motion to reappoint Angel Zobel-Rodriguez as his representative to the Education Commission. The motion was seconded by Vice Mayor Ballin and was approved by consensus.

12) **CONSIDERATION TO APPROVE CITY COUNCIL LIAISON ASSIGNMENTS AND AD HOC AND STANDING COMMITTEES FOR 2018-2019**

Mayor Fajardo reviewed and explained his suggested changes and requested input from Councilmembers and staff.

Discussion ensued and Councilmembers and staff provided their feedback.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to approve the recommendations as stated in the report as well as the following:

Ad Hocs Committees:

- Member changes to *East San Fernando Valley Transit Corridor*
 - Remove Ballin
 - Keep Pacheco and Gonzales
- Delete: *Mural, Ice Cream, and Disaster Relief Fund*
- Add: *Update to City General Plan*
 - Members are Pacheco and Ballin
 - Committee to review costs, timelines, and process
- Rename: *Financial Advisor Services for Pension and Retiree Health*

Liaison Assignments:

- Member changes to *San Fernando Downtown Mall Merchants*
 - Remove Gonzales

By consensus, the motion carried.

9) **CONSIDERATION TO APPOINT A CITY COUNCIL AD HOC COMMITTEE TO REVIEW RESPONSES TO A REQUEST FOR PROPOSALS FOR FINANCIAL ADVISOR SERVICES RELATED TO THE CITY'S PENSION AND OTHER POST EMPLOYMENT BENEFIT LIABILITIES**

By consensus, Councilmembers concurred to receive and file the report (this item was tied to Item No. 12).

PUBLIC HEARING

8) **CONSIDERATION TO ADOPT AN ORDINANCE AMENDING THE SAN FERNANDO MUNICIPAL CODE PERTAINING TO CITYWIDE MEDICINAL AND ADULT USE COMMERCIAL CANNABIS PROHIBITIONS AND REGULATIONS**

SAN FERNANDO CITY COUNCIL**MINUTES – January 7, 2019****Page 5**

Mayor Fajardo declared the Public Hearing open.

The City Council received a comprehensive report from Director of Community Development Timothy Hou, Deputy City Attorney Joaquin Vazquez and HdL Consultant Matt Eaton.

Discussion ensued and staff and the consultant replied to various questions from Councilmembers.

Mayor Fajardo called for public testimony and requested to incorporate comments made earlier by Tom Ross and Amy Fall.

The following individuals spoke in favor:

Nick DeSimone, Los Angeles area cannabis operator

Anna Quarres

Michael Long

John Bowman

Jonatan Cvetco, Angeles Emeralds & Member of LA County Cannabis Advisory Committee

Michael Petersen

Alex Renteria

Orlando Martinez, Law Offices of Felix J. Martinez

The following individuals spoke against:

Brenda Villanueva, Pueblo y Salud

Lucas Vigil, San Fernando High School student

Carmen Vigil, resident

Sergio Cuevas, resident, member of VFW, American Legion, and Marine Corp, said he's not completely opposed but expressed concern regarding regulation, the City's youth, and asked Council to consider other forms of revenue.

Motion by Vice Mayor Ballin, seconded by Councilmember Pacheco, to close the public comment portion of the Hearing. By consensus, the motion carried.

RECESS (8:41 P.M.)

Mayor Fajardo called for a brief recess.

RECONVENE (8:53 P.M.)

Discussion ensued amongst Councilmembers and staff.

SAN FERNANDO CITY COUNCIL**MINUTES – January 7, 2019****Page 6**

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to: a) to reopen the Public Hearing on the City's consideration of an ordinance authorizing certain regulated cannabis business in the City; b) continue the Public Hearing to a date to be determined by the City Council and staff; and c) to refer the matter back to the Cannabis Ad Hoc Committee (Mayor Fajardo and Vice Mayor Ballin) with instruction that the Ad Hoc Committee consider the testimony of the public and the comments and recommendations of Councilmembers and return sometime before July 2019 with a set of recommended modifications to the ordinance (as part of this effort the Ad Hoc Committee is asked to include parks and playgrounds within the definition of sensitive receptors and is asked to study and consider the desirability of imposing a 1,000 foot buffer requirement from parks and playgrounds; the desirability of putting a hard cap on the number of permits issued by the City; study whether the overall buffer requirements from sensitive receptors should be more similar to buffer requirements for establishments that sell liquor; and consider possible ballot measure options in connection with the regulation of cannabis in the City).

The motion carried with the following vote:

AYES:	Pacheco, Gonzales, Ballin, Fajardo – 4
NOES:	None
ABSENT:	Lopez – 1

ADMINISTRATIVE REPORTS (CONTINUED)**10) REVIEW OF CITY COUNCIL PRIORITIES**

Mayor Fajardo announced that this item would be postponed.

11) CONSIDERATION TO APPROVE A SOCIAL MEDIA POLICY

Item removed under Approval of Agenda.

14) DISCUSSION REGARDING A BALLOT MEASURE FOR CANNABIS REGULATION

Vice Mayor Ballin requested to remove this item.

**15) CONSIDERATION OF AMENDMENTS TO THE CAMPAIGN REFORM
ORDINANCE IN THE SAN FERNANDO MUNICIPAL CODE**

Item removed under Approval of Agenda.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Police Chief Vairo gave update regarding recruitment, said his department received a certificate for National Night Out, they're working closely with the school district regarding the teachers' strike, and requested to adjourn the meeting in memory of an officer who was killed.

SAN FERNANDO CITY COUNCIL**MINUTES – January 7, 2019****Page 7**

Director of Recreation and Community Services Venegas reported that the Parks, Wellness, and Recreation Commission will be meeting tomorrow.

Director of Community Development Timothy Hou announced that the Planning and Preservation Commission would be meeting to address three major projects.

Director of Public Works/City Engineer Yazdan Emrani said he would be providing a pavement management report at the next City Council meeting and he talked about the City's pavement condition index grade.

Deputy City Manager/Director of Finance Nick Kimball reported that a few applications were received for the Measure A Advisory Committee, staff will continue to reach out, and will bring back to City Council in the future.

City Manager Meyerhoff wished everyone a happy and healthy new year.

GENERAL COUNCIL COMMENTS

Councilmember Pacheco thanked staff for their hard work and the public for providing input.

Councilmember Gonzales also thanked staff for their work and talked about how the City of Los Angeles Parks and Recreation plans for handling the teachers' strike and said that recreation centers and gyms will be open to the children.

Vice Mayor Ballin asked about the employee parking permit situation, inquired about a policy regarding green parking in front of (some) businesses, supports the teachers 100%, and thanked staff for their hard work.

Mayor Fajardo is looking forward to presentation by staff at the next meeting regarding streets, is happy to hear about the Police Department recruitment progress, and suggested adding a section on the blue speaker cards for the public to add their phone numbers as an option.

ADJOURNMENT (9:19 P.M.)

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to adjourn in memory of slain Police Officers Ronil Singh and Joseph Sinners. By consensus the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of January 7, 2019, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JANUARY 22, 2019 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:06 p.m.

Present:

Council: Mayor Joel Fajardo, and Councilmembers Antonio Lopez and Robert C. Gonzales, Hector A. Pacheco (left at 7:02 p.m.)

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla, and City Clerk Intern Cynthia Alba

Absent: Vice Mayor Sylvia Ballin (notified staff she would not be able to attend the meeting)

PLEDGE OF ALLEGIANCE

Led by Student of the Month Samantha Casas

APPROVAL OF AGENDA

Motion by Councilmember Lopez, seconded by Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

PRESENTATIONS

The following presentations were made:

- a) CERTIFICATE OF RECOGNITION – STUDENT OF THE MONTH
- b) SAN FERNANDO AS A GREEN CITY AND REVISITING THE 2018 EXPANDED POLYSTYRENE (EPS) FOOD WARE STUDY

Was pulled for a future date

SAN FERNANDO CITY COUNCIL**MINUTES – January 22, 2019****Page 2**

c) ALAS MEDIA HELP PORTRAIT EVENT RECOGNITION

d) PRESENTATION BY REPUBLIC SERVICES

At this time (7:02 p.m.) Councilmember Pacheco left the Council Chambers

e) REPORT REGARDING CITY'S PAVEMENT MANAGEMENT

DECORUM AND ORDER

Assistant City Attorney Padilla provided a brief summary of the rules.

PUBLIC STATEMENTS – WRITTEN/ORAL

Liana Stepanyan (San Fernando Library Manager) provided updates pertaining to the library's services, programs, and resources.

Severyn Aszkenazy talked about Republic Services, and stated that commercial residents are at a disadvantage.

Sandra Silva (Chamber of Commerce Board Member) spoke about how members have been unfairly impacted by Republic Services.

Michelle Guijarro asked for a taller fence in front of her house because cars have been crashing onto her curb.

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales gave an update regarding the Independent Cities Association conference.

Councilmember Lopez shared information regarding library resources, renovations at L.A. County libraries, and reported that L.A. County Director Skye Patrick was named Librarian of the Year.

Mayor Fajardo reported that the San Fernando Valley Council of Governments meeting in March will be held at the San Fernando Library and said that the last meeting addressed regional homeless efforts.

CONSENT CALENDAR

Motion by Councilmember Gonzales, seconded by Councilmember Lopez, to approve the Consent Calendar Items:

SAN FERNANDO CITY COUNCIL**MINUTES – January 22, 2019****Page 3**

- 1) REQUEST TO APPROVE THE MINUTES OF JANUARY 7, 2019 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE PARTICIPATION IN THE CALIFORNIA OFFICE OF EMERGENCY SERVICES LAW ENFORCEMENT SUPPORT OFFICE PROGRAM AND RECEIVE SURPLUS EQUIPMENT
- 4) CONSIDERATION TO APPROVE A CONTRACT WITH UNITED MAINTENANCE SYSTEMS FOR JANITORIAL SERVICES

By consensus, the motion carried

ADMINISTRATIVE REPORTS**5) REVIEW OF CITY COUNCIL PRIORITIES**

Deputy City Manager/Director of Finance Nick Kimball presented the staff report and replied to various questions from Councilmembers.

Discussion ensued and Councilmembers and each provided their feedback.

By consensus, Council accepted staff's recommendations including:

- Attachment "B" (Status Review of Prior and Current Year City Council Priorities Fiscal Year 2013-2014 through 2017-2018) the bid will be an on-going process.
- Attachment "C" (Priorities Revisited on April 16, 2018)
 - o Delete #15 Explore Local Fire Station/substation in San Fernando
 - o Add #16 A Policy Regarding Fixing Potholes; and
- Place Attachment "C" in the same format as Attachment "B".

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director of Recreation and Community Services Julian J. Venegas reported that the department is seeking grants, under Proposition 68, to implement recommendations for the Park Master Plan for park improvements.

Director of Community Development Timothy Hou talked about the City's Property Assessed Clean Energy (PACE) program and said that staff will report back to Council regarding authorizing the new state providers. He also provided an update regarding the Planning and Preservation Commission that occurred earlier this month.

SAN FERNANDO CITY COUNCIL**MINUTES – January 22, 2019****Page 4**

Director of Public Works/City Engineer Yazdan Emrani talked about the Regional Park Infiltration Project and the grant received from the State Water Resources Control Board.

City Manager Meyerhoff reported that TreePeople, Inc. will be implementing the Calles Verdes Project at Pioneer Park on Saturday which will include a tree planting ceremony and fruit tree giveaway, and he advised everyone to arrive early.

GENERAL COUNCIL COMMENTS

Mayor Fajardo thanked everyone for their hard work, talked about the Big Bus Tours coming to the City, and, in reference to public comments made earlier regarding trash service, all concerns should be addressed, and he looks forward to working with Republic Services and the community to effectuate those improvements.

ADJOURNMENT (7:28 P.M.)

Motion by Councilmember Lopez, seconded by Councilmember Gonzales, to adjourn this meeting. By consensus the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of January 22, 2019, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 4, 2019 – 5:15 P.M.
SPECIAL MEETING**

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 5:15 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Robert C. Gonzales, Antonio Lopez (arrived at 5:21 p.m.), and Hector A. Pacheco

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

APPROVAL OF AGENDA

Motion by Vice Mayor Ballin, and Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:15 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by Assistant City Attorney Padilla:

A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiators:

Interim City Manager Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Employees and Employee Bargaining Units that are the Subject of Negotiation:

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

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SPECIAL MEETING MINUTES – March 4, 2019**

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San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: City owned parcels at Assessor Parcel Numbers 2521-034-901 & 2522-004-904
City of San Fernando
Agency Negotiator: City Manager Nick Kimball
Director of Community Development Timothy Hou
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla
Negotiating Parties: Thomas Folan, Senior Project Developer
Tesla, Inc.
Under Negotiation: Price and Terms of Payment as it Relates to Leasing of Real Property

C) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS FACTS AND CIRCUMSTANCES WHICH MAY CREATE EXPOSURE TO LITIGATION

G.C. §54956.9(d)(2)

One (1) Matter

RECESS (6:06 P.M.)

Recess was called at this time in order to continue with the regular meetings of the Successor Agency and the City Council.

RECONVENE/RECESS (9:48 P.M.)

RECONVENE/REPORT OUT FROM CLOSED SESSION (10:20 P.M.)

Assistant City Attorney Padilla reported the following:

Items A, B & C – Updates provided by staff, feedback was given, but no final action was taken.

ADJOURNMENT (10:20 P.M.)

Motion by Councilmember Gonzales, seconded by Councilmember Pacheco, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 4, 2019, meeting as approved by the San Fernando City Council.

*Elena G. Chávez, CMC
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 4, 2019 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:09 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Robert C. Gonzales, Antonio Lopez, and Hector A. Pacheco

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Director of Community Development Timothy Hou

APPROVAL OF AGENDA

Mayor Fajardo stated that the order of the items would be changed to 10, 11, Presentations, Consent Items, 7, then as listed.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to approve the agenda as amended. By consensus, the motion carried.

ADMINISTRATIVE REPORTS

10) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION COMMISSIONER

Councilmember Pacheco made a motion to appoint Hector Pacheco Sr. as his representative to the Planning and Preservation Commission. The motion was seconded by Vice Mayor Ballin and was approved by consensus.

SAN FERNANDO CITY COUNCIL**MINUTES – March 4, 2019****Page 2****11) CONSIDERATION TO APPOINT A PARKS, WELLNESS, AND RECREATION COMMISSIONER**

City Clerk Chávez read a statement from Pastor Sandra Richards who said she was honored to be nominated but regrets that she could not attend the meeting (teaches class on Monday nights).

Councilmember Pacheco made a motion to appoint Sandra Richards as his representative to the Parks, Wellness, and Recreation Commission. The motion was seconded by Vice Mayor Ballin and was approved by consensus.

PRESENTATIONS

The following presentations were made:

- a) PRESENTATION BY GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT
- b) PRESENTATION BY METROLINK – PEDESTRIAN SAFETY AND TECHNOLOGY AVAILABLE TO ENHANCE SAFETY AT RAIL/PEDESTRIAN CROSSINGS
- c) INTRODUCTION OF NEW PRINCIPAL – AMY TRINIDAD, MISSION CONTINUATION HIGH SCHOOL

PUBLIC STATEMENTS – WRITTEN/ORAL

Arturo Garcia, field representative for Assemblymember Luz Rivas, provided district information and updates on their activities.

Chief John Drake, Los Angeles Fire Department Operations Valley Bureau, introduced himself and made brief comments.

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales reported that the Independent Cities Association will be hosting webinars for member cities and gave an update regarding the San Fernando Valley Metro Service Council.

CONSENT CALENDAR

At this time, Councilmember Pacheco stepped away.

Motion by Vice Chair Ballin, seconded by Councilmember Gonzales, to approve the following Consent Calendar Items:

SAN FERNANDO CITY COUNCIL**MINUTES – March 4, 2019****Page 3**

- 1) REQUEST TO APPROVE MINUTES OF:
 - a. NOVEMBER 21, 2016 – SPECIAL MEETING
 - b. FEBRUARY 19, 2019 – SPECIAL MEETING
 - c. FEBRUARY 19, 2019 – REGULAR MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE CHILDREN'S HOSPITAL LOS ANGELES BLOOD DRIVE WITH THE LOS ANGELES COUNTY PUBLIC DEFENDER'S OFFICE AND THE USE OF THE CITY SEAL

By consensus, the motion carried.

ADMINISTRATIVE REPORTS (CONTINUED)

- 7) CONSIDERATION TO AWARD A PROFESSIONAL SERVICE AGREEMENT TO URBAN FUTURES, INC. TO DEVELOP COST PROJECTIONS AND RECOMMENDATIONS TO ADDRESS THE CITY'S PENSION AND OTHER POST EMPLOYMENT BENEFIT LIABILITIES

During discussion of this item, Councilmember Pacheco returned to the Council Chambers.

Julio F. Morales, Director, Urban Futures, Inc. made a presentation and replied to questions from Councilmembers.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to:

- Award a professional services contract to Urban Futures, Inc. (Contract No 1907) to develop cost projections and recommendations to address the City's Pension and Other Post Employment Benefit liabilities;
- Authorize the City Manager to make non-substantive changes and execute the Agreement; and
- Direction that the study also include incorporating a study of the City's deferred maintenance and analyze our credit downgrade; and to continue the Ad Hoc's work on this item through its completion.

By consensus, the motion carried.

- 4) CONSIDERATION OF DOWNTOWN SAN FERNANDO ECONOMIC DEVELOPMENT AND ASSET ANALYSIS PRESENTATION

SAN FERNANDO CITY COUNCIL**MINUTES – March 4, 2019****Page 4**

Director of Community Development Hou presented the agenda item and introduced Ken K. Hira, President of Kosmont Companies. Both replied to various questions from Councilmembers.

Discussion ensued amongst Councilmembers and staff.

Per Council direction, Director of Community Development Hou reported that staff would develop a scope of work and fee schedule with Kosmont Companies for further study and future Council approval, regarding the following:

- Explore potential sites for theater/entertainment development
- Conduct analysis of existing Mall assessment fees and alternatives
- Share case studies of communities where Parking Business Improvement Districts (PBIDs) either worked or did not
- Analyze feasibility/benefits of closure of Celis Street, between Mission Blvd. and Maclay Avenue, or between Mission Blvd. and Brand Blvd.
- Analyze options for reducing parking requirements
- Define alternative means to meet parking requirements, e.g. ride sharing offers, etc.
- Share details on state legislation that may counter local control on development
- Explore in greater detail an opportunity for telecommunications revenue generation
- Analyze what incentives, from the three case studies presented, are most suitable for San Fernando

5) **PRESENTATION OF FISCAL YEAR (FY) 2017-2018 COMPREHENSIVE ANNUAL FINANCIAL REPORT**

During this presentation, both Mayor Fajardo and Councilmember Gonzales stepped away and returned.

Senior Accountant Sonia Garcia made the presentation and City Manager Kimball also spoke.

Discussion item only; no action taken.

6) **PRESENTATION OF FISCAL YEAR (FY) 2018-2019 MID-YEAR BUDGET REVIEW AND FY 2019-2020 BUDGET KICKOFF**

City Manager Kimball presented the agenda item and replied to questions from Councilmember Pacheco.

Motion by Councilmember Lopez, seconded by Vice Mayor Ballin, to adopt Resolution No. 7905 amending the City's FY 2018-2019 Budget to include the proposed changes. By consensus, the motion carried.

8) **CONSIDERATION TO RECEIVE AND FILE PROJECT FEASIBILITY STUDY FOR THE GLENOAKS BOULEVARD BRIDGE OVER THE PACOIMA CREEK**

SAN FERNANDO CITY COUNCIL**MINUTES – March 4, 2019****Page 5**

Director of Public Works/City Engineer Yazdan Emrani presented the staff report and replied to questions from Councilmembers.

Discussion ensued amongst Councilmembers and each provided input and comments.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to approve Alternative No. 2 (i.e., Fencing as Interim Solution) pursuant to the agenda report. By consensus, the motion carried.

9) **DISCUSSION REGARDING OVERVIEW OF LEGAL AUTHORITY AND OTHER CONSIDERATIONS RELEVANT TO THE IMPLEMENTATION OF A LOCAL MINIMUM WAGE ORDINANCE**

Assistant City Attorney Padilla presented the staff report and replied to questions from Councilmembers.

Discussion ensued amongst Councilmembers and each provided input and comments.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to delegate an Ad Hoc Committee (Ballin and Pacheco) for further study and to bring back to City Council.

The motion carried with the following vote:

AYES:	Pacheco, Lopez, Gonzales, Ballin, Fajardo – 5
NOES:	None
ABSENT:	None

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Police Chief Anthony Vairo reported that the Homeless Connect Event was successful he gave an update regarding a new Police Officer who starts on March 19.

Director of Recreation and Community Services Julian Venegas said that the next park improvements meeting will be held at Rudy Ortega Park and reported that the public may provide comments and input pertaining to all City parks.

Director of Community Development Hou said he is pleased to announce a new planning intern, Alexandra Clingman, from Cal State University, Northridge who will begin tomorrow.

Director of Public Works/City Engineer Yazdan Emrani gave an update regarding the Glenoaks Blvd. repair project and said that he attended the Metropolitan Water District meeting and that the Governor is in favor of the Water Fix Project with one tunnel.

SAN FERNANDO CITY COUNCIL**MINUTES – March 4, 2019****Page 6****GENERAL COUNCIL COMMENTS**

Both Councilmembers Gonzales and Pacheco thanked staff for their work.

Vice Mayor Ballin said it was a pleasure working with this productive City Council and asked City Manager Kimball to provide a list of all the projects that the City Council has asked staff to work on (include Ad Hoc members) and estimated timeline for each.

Mayor Fajardo also thanked staff members for their presentations and said that he spoke with City Manager Kimball regarding a possible 2020 ballot measure to increase the sales tax in San Fernando so that if there's a County tax measure, the City's will supersede it.

ADJOURNMENT (9:48 P.M.)

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to adjourn the meeting. By consensus the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 4, 2019, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: March 18, 2019

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-032 (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 special 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. Special 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 City Manager 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 City Manager 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. 19-032

ATTACHMENT "A"**RESOLUTION NO. 19-032****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 19-032****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 18th day of March, 2019.

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 18th day of March, 2019, by the following vote to it:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist

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Voucher List

CITY OF SAN FERNANDO

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Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213764	3/18/2019	100020 A.G.O.P. SURPLUS STORES	4630		RAIN GEAR	
					001-311-0000-4300	109.98
			4631		RAIN GEAR	
					001-311-0000-4300	329.94
			4633		RAIN GEAR	
					041-320-0000-4310	219.96
			4634		RAIN GEAR	
					070-383-0000-4310	219.96
			4635		RAIN GEAR	
					001-311-0000-4300	131.98
			4636		RAIN GEAR	
					043-390-0000-4300	439.94
			4637		RAIN GEAR	
					043-390-0000-4300	351.92
			4639		RAIN GEAR	
					043-390-0000-4300	109.98
Total :						1,913.66
213765	3/18/2019	891587 ABLE MAILING INC.	29608		MAILING & FULFILLMENT SERVICES-M	
				11802	072-360-0000-4300	88.10
				11802	070-382-0000-4300	88.10
			29609		FEB STORAGE FEE- WATER ENV	
					072-360-0000-4300	12.50
					070-382-0000-4300	12.50
Total :						201.20
213766	3/18/2019	100066 ADS ENVIRONMENTAL SERVICES,INC	22206.52-0219		SEVEN (7) ADS D-SITE OVERFLOW MO	
				11720	072-360-0000-4260	903.00
Total :						903.00
213767	3/18/2019	888356 ADVANCED AUTO REPAIR	1327		VEHICLE MAINT., REPAIRS AND BODY '	
				11838	041-320-0225-4400	180.85
			1328		VEHICLE MAINT., REPAIRS AND BODY '	
				11838	041-320-0225-4400	643.82
Total :						824.67

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Bank code : bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
213768	3/18/2019	891739 ALAS MEDIA	201790		MMA GRANT DOCUMENTATION VIDEO 001-424-0000-4430	2,500.00	
						Total :	2,500.00
213769	3/18/2019	893100 ALBA, CYNTHIA	TRAVEL		PER DIEM-CCAC ANNUAL CONF ON 001-115-0000-4370	40.00	
						Total :	40.00
213770	3/18/2019	100143 ALONSO, SERGIO	FEB 2019		MMA INSTRUCTOR 108-424-3647-4260 109-424-3614-4260	690.00 690.00	
						Total :	1,380.00
213771	3/18/2019	892975 ALTA LANGUAGE SERVICES INC	IS421392		LISTENING & SPEAKING TEST 001-133-0000-4270	50.00	
						Total :	50.00
213772	3/18/2019	100164 AMERICAN PLANNING ASSOCIATION	272650-1916		ANNUAL MEMBERSHIP DUES 001-150-0000-4380	725.00	
						Total :	725.00
213773	3/18/2019	100222 ARROYO BUILDING MATERIALS, INC	221663		MISC. HARDWARE PURCHASES		
				11936	070-383-0301-4300	98.69	
				221838	MISC. HARDWARE PURCHASES		
				11936	070-383-0301-4300	145.20	
				222431	MISC. HARDWARE PURCHASES		
				11936	001-311-0000-4300	202.80	
				222438	MISC. HARDWARE PURCHASES		
				11936	001-311-0000-4300	202.80	
				222444	MISC. HARDWARE PURCHASES		
				11936	001-311-0000-4300	155.50	
				222447	MISC. HARDWARE PURCHASES		
				11936	043-390-0000-4300	294.36	
				223199	MISC. HARDWARE PURCHASES		
				11936	001-311-0000-4300	230.21	
						Total :	1,329.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213774	3/18/2019	891209 AUTONATION SSC	290808		SEAT BELT CLIP-PD0019 041-320-0225-4400	111.30
					Total :	111.30
213775	3/18/2019	893123 AVALOS, FELIX	37-0875-01		WATER ACCT REFUND-613 WOODWOF 070-2010	72.77
					Total :	72.77
213776	3/18/2019	893122 AVILES, SARA	39-3585-07		WATER ACCT REFUND-1314 O'MELVEN 070-2010	75.61
					Total :	75.61
213777	3/18/2019	893013 AYSON, LEILANI	FEB 2019		ZUMBA INSTRUCTOR 017-420-1337-4260	250.00
					Total :	250.00
213778	3/18/2019	890546 BARAJAS, CRYSTAL	FEB 2019		MMAP MENTOR INSTRUCTOR 109-424-3614-4260	272.00
					Total :	272.00
213779	3/18/2019	892784 BARAJAS, MARIA BERENICE	FEB 2019		CYCLING INSTRUCTOR 017-420-1337-4260	80.00
			FEB 2019		INSTRUCTOR-TOTAL BODY COND. 017-420-1337-4260	300.00
					Total :	380.00
213780	3/18/2019	893073 BARR & CLARK	47690	11920	ENVIRONMENTAL ASSESSMENT AT 12 001-140-0000-4270	1,160.00
					Total :	1,160.00
213781	3/18/2019	892426 BEARCOM	4792756	11924	REMOVAL OF EQUIP. FROM COURTHO 001-222-0000-4300	5,320.00
					001-222-0000-4300	30.00
					Total :	5,350.00
213782	3/18/2019	891301 BERNARDEZ, RENATE Z.	507		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	315.00
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213782	3/18/2019	891301 891301 BERNARDEZ, RENATE Z.	(Continued)			Total : 315.00
213783	3/18/2019	892824 BLACK & WHITE	2769		SPEAKER BRACKET-PD0019 041-320-0225-4400	51.42
			2830		INSTALL MULT-BANK ANTENNA-PD001 041-320-0225-4400	120.00
					Total :	171.42
213784	3/18/2019	893120 BROAD BAND INTEGRATORS	43-2270-04		WATER ACCT REFUND-1946 FIRST 070-2010	10.44
					Total :	10.44
213785	3/18/2019	893121 BROAD BAND INTEGRATORS	43-2220-03		WATER ACCT REFUND-2000 FIRST 070-2010	100.17
					Total :	100.17
213786	3/18/2019	888800 BUSINESS CARD	022019		CC & STAFF DINNER-CC MTG 02/19/19 001-101-0000-4300	76.00
			022119		LP SENIOR CLUB TRIP-TICKETS 004-2383	437.00
			022119		BUSINESS CARDS 001-310-0000-4300	80.69
			022119		SPRING JAMBOREE SUPPLIES 001-424-0000-4300	59.84
			022119		CC & STAFF DINNER-CC MTG 02/19/19 001-101-0000-4300	39.77
			022519		LP SENIOR CLUB TRIP TICKETS 004-2383	24.00
			022519		SUPPLIES 070-384-0000-4310	225.90
			022719		SPRING JAMBOREE SUPPLIES 001-424-0000-4300	89.06
					Total :	1,032.26
213787	3/18/2019	888800 BUSINESS CARD	022119		USB PLUG 001-101-0102-4220	17.59
			022819		FINANCE CHARGES	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213787	3/18/2019	888800 BUSINESS CARD	(Continued)		001-190-0000-4435	119.45
					Total :	137.04
213788	3/18/2019	103797 CALIFORNIA ASSOCIATION OF	200008930		RGSTR-CONTINUED EDUCATION CLAE	
					001-152-0000-4360	86.00
					Total :	86.00
213789	3/18/2019	891860 CARL WARREN & COMPANY	10461-10467		REIMB. OF ITF ACCT (LIABILITY CLAIM)	
					006-1037	2,277.22
					Total :	2,277.22
213790	3/18/2019	103816 CHAVEZ, ELENA	TRAVEL		PER DIEM-CCAC CONF ON 04/02-04/05	
					001-115-0000-4370	40.00
					Total :	40.00
213791	3/18/2019	100731 CITY OF LOS ANGELES	74WP190000026	11830	FY 18-19 ASSSC OPERATION & MAINTENANCE	167,322.00
			74WP190000027	11831	FY 18-19 ASSSC CAPITAL PORTION-MAINTENANCE	119,905.00
					Total :	287,227.00
213792	3/18/2019	103029 CITY OF SAN FERNANDO	1544-1589		REIMBURSEMENT TO WORKERS COM	
					006-1038	16,176.12
					Total :	16,176.12
213793	3/18/2019	890893 CITY OF SAN FERNANDO	FEB 2019		COMMISSIONER'S STIPEND DONATION	75.00
			NONPO		001-115-0000-4111	
					ICFA CONTRIB TO LP SENIOR CLUB PF	1,500.00
					053-2955	Total :
						1,575.00
213794	3/18/2019	100805 COOPER HARDWARE INC.	114819		MISCELLANEOUS SUPPLIES	
				11872	070-383-0301-4300	52.43
			114923	11872	MISCELLANEOUS SUPPLIES	64.62
			114932	11872	MISCELLANEOUS SUPPLIES	24.55
					001-311-0000-4300	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213794	3/18/2019	100805 COOPER HARDWARE INC.	(Continued)		MISCELLANEOUS SUPPLIES	
			115063	11872	001-370-0301-4300	21.34
			115094	11872	MISCELLANEOUS SUPPLIES	9.73
					Total :	172.67
213795	3/18/2019	100810 COPWARE, INC.	84633		SITE LICENSE 05/2019-04/2020 CA. PE/	
					001-135-0000-4260	840.00
					Total :	840.00
213796	3/18/2019	892531 CORTEZ, BEATRIZ	2000207.003		SENIOR TRIP REFUND (CHUMASH CA)	
					004-2383	90.00
					Total :	90.00
213797	3/18/2019	893117 CRUZ, ADRIAN	03032019-1		MARIACHI-SENIOR CLUB MOTHER'S D.	
					004-2380	700.00
					Total :	700.00
213798	3/18/2019	893117 CRUZ, ADRIAN	03032019-2		MARIACHI-SENIOR CLUB FATHER'S DA	
					004-2380	700.00
					Total :	700.00
213799	3/18/2019	888951 DOMINGUEZ, WALTER	REIMB		K9 FOOD	
					001-225-0000-4370	109.48
					Total :	109.48
213800	3/18/2019	887518 DURHAM, ALVIN	MAR 2019		COMMISSIONER'S STIPEND	75.00
					001-150-0000-4111	Total :
						75.00
213801	3/18/2019	890401 ENVIROGEN TECHNOLOGIES INC	1301-003	11940	ENVIROGEN SIMPACK STARTUP UNIT	21,453.35
					070-384-0000-4260	Total :
						21,453.35
213802	3/18/2019	893052 ENVIROTEK	C-2731		GRAFFITI ABATEMENT SUPPLIES	576.85
					001-152-0000-4300	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213802	3/18/2019	893052 893052 ENVIROTEK	(Continued)			Total : 576.85
213803	3/18/2019	890879 EUROFINS EATON ANALYTICAL, INC	L0422017	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	72.00
			L0425243	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0425779	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0425943	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0426328	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0426960	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0427226	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0427227	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	24.00
			L0427436	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0427654	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	374.00
			L0427751	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0428057	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0428738	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0428921	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	374.00
			L0429176	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0429384	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0429780	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	374.00
			L0429907		PROFESSIONAL SERVICES - LAB DRIN	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213803	3/18/2019	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0430256	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0430360	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0430755	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	1,023.00
			L0430758	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0431404	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0431410	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0431936	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	174.00
			L0431937	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0432301	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0432460	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0432988	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	174.00
			L0432989	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	525.00
			L0432991	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0433773	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	675.00
			L0433774	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0433871	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0434100	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0434101		PROFESSIONAL SERVICES - LAB DRIN	

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213803	3/18/2019	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0434293	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	900.00
			L0434308	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	159.60
			L0435047	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	174.00
			L0435310	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	434.60
			L0435439	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	159.60
			L0435631	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	164.00
			L0435633	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	159.60
			L0436259	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	174.00
			L0436397	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	159.60
			L0436398	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	174.00
			L0436399	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	159.60
			L0436667	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	36.00
			L0437253	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	164.00
			L0437403	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	159.60
			L0437713	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	159.60
			L0437720	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	164.00
			L0437730	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	174.00
			L0437738	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	174.00

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213803	3/18/2019	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0438030	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	159.60
			L0438031	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	164.00
			L0438526	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	159.60
			L0438527	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	159.60
			L0435615	11899	070-384-0000-4260 PROFESSIONAL SERVICES - LAB DRIN	159.60
					Total :	12,590.80
213804	3/18/2019	101147 FEDEX	6-469-41678		COURIER SERVICE 001-190-0000-4280	57.80
					Total :	57.80
213805	3/18/2019	101152 FERNANDEZ, JULIE	TRAVEL		PER DIEM-2019 ANNUAL GSMD CONFE 001-105-0000-4370	110.00
					Total :	110.00
213806	3/18/2019	889201 FOOTHILL SOILS, INC	32583		BASEBALL FIELD SOIL MIX 043-390-0000-4300	1,341.38
					Total :	1,341.38
213807	3/18/2019	101211 FRANCO-RIVAS, SANDRA	REIMB.		MILEAGE REIMB-CSMFO INTERMEDIA 001-130-0000-4370	91.76
					Total :	91.76
213808	3/18/2019	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER (P.W.) 070-384-0000-4220	54.85
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	50.73
			209-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	117.76
			209-188-4362-031792		POLICE MAJOR PHONE LINES	

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213808	3/18/2019	892198 FRONTIER COMMUNICATIONS	(Continued)
		209-188-4363-031892	602.26
		001-222-0000-4220	85.54
		001-190-0000-4220	228.01
		070-384-0000-4220	252.77
		001-420-0000-4220	
		818-361-6728-080105	33.81
		001-310-0000-4220	
		818-365-5097-120298	33.66
		001-222-0000-4220	
		818-837-1509-032207	34.96
		001-190-0000-4220	
		818-837-2296-031315	317.05
		001-190-0000-4220	
		818-838-4969-021803	121.89
		001-222-0000-4220	
		Total :	1,933.29
213809	3/18/2019	893124 GARCIA, ARTURO	33-0885-13
		WATER ACCT REFUND-708 CORONEL	
		070-2010	38.66
		Total :	38.66
213810	3/18/2019	891664 GOLDEN TOUCH CLEANING, INC	66011
		11811	
		FEB-JANITORIAL SERVICES CONTRAC	
		043-390-0000-4260	13,345.50
		Total :	13,345.50
213811	3/18/2019	893025 GONZALEZ, IVAN	MAR 2019
		COMMISSIONER'S STIPEND	
		001-150-0000-4111	75.00
		Total :	75.00
213812	3/18/2019	892550 GOVEA, DAVID	FEB 2019
		COMMISSIONER'S STIPEND	
		001-115-0000-4111	75.00
		Total :	75.00
213813	3/18/2019	101376 GRAINGER, INC.	9069969633
		11853	
		MISC. SUPPLIES FOR BUILDING, ELEC	
		070-383-0000-4400	156.37
		9092468231	
		MISC. SUPPLIES FOR BUILDING, ELEC	

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213813	3/18/2019	101376 GRAINGER, INC.	(Continued)				
				11853	043-390-0000-4300		33.53
			9094477388		MISC. SUPPLIES FOR BUILDING, ELEC		
				11853	043-390-0000-4300		155.54
			9095007424		MISC. SUPPLIES FOR BUILDING, ELEC		
				11853	043-390-0000-4300		177.77
			9095007432		MISC. SUPPLIES FOR BUILDING, ELEC		
				11853	001-370-0000-4310		274.91
			9098658892		MISC. SUPPLIES FOR BUILDING, ELEC		
				11853	001-370-0000-4310		274.91
					Total :		1,073.03
213814	3/18/2019	101434 GUZMAN, JESUS ALBERTO	FEB 2019		MMAP INSTRUCTOR		
					108-424-3647-4260		600.00
					109-424-3614-4260		600.00
					Total :		1,200.00
213815	3/18/2019	893118 HALLAK, JOHN	37-0090-02		WATER ACCT REFUND-723 HEWITT		
					070-2010		23.27
					Total :		23.27
213816	3/18/2019	101599 IMAGE 2000 CORPORATION	270650		CONTRACT BASE RATE FOR EQ1067		
					001-135-0000-4260		205.51
					Total :		205.51
213817	3/18/2019	887740 INDUSTRIAL SHOE COMPANY	1100-1171957		SAFETY BOOTS		
					001-370-0000-4310		174.90
					070-384-0000-4260		182.60
					Total :		357.50
213818	3/18/2019	101640 INTERNATIONAL INSTITUTE OF	18202		ANNUAL MEMBERSHIP FEES -CITY CLI		
					001-115-0000-4370		320.00
					Total :		320.00
213819	3/18/2019	893032 IPROMOTEU	1496839DR2		(2) PLAQUES		
					001-222-0000-4300		99.26
			1533017DR2		(1) PLAQUE		

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213819	3/18/2019	893032 IPROMOTEU	(Continued)		001-222-0000-4300	56.17
					Total :	155.43
213820	3/18/2019	891777 IRRIGATION EXPRESS	15135680-00	11879	IRRIGATION SUPPLIES FOR REPAIRS &	190.99
				11879	011-311-7510-4600	224.52
			15136100-00	11879	IRRIGATION SUPPLIES FOR REPAIRS &	331.03
			15139281-00	11879	IRRIGATION SUPPLIES FOR REPAIRS &	11.84
					Total :	758.38
213821	3/18/2019	889680 JIMENEZ LOPEZ, JUAN MANUEL	FEB 2019		MMAP INSTRUCTOR	
					108-424-3647-4260	360.00
					109-424-3614-4260	360.00
					Total :	720.00
213822	3/18/2019	892207 JUDICIAL COUNCIL OF CALIFORNIA	0671L-03-19-3066		ANNUAL LICENSE FEE (LEASE PYMNT	
					001-222-0000-4260	225.11
					Total :	225.11
213823	3/18/2019	101768 KIMBALL-MIDWEST	6953546		SUPPLIES	
					041-1215	202.69
					Total :	202.69
213824	3/18/2019	890463 KJC LATENT PRINT SERVICE	SF00039		CASE HANDLING CHARGES	
					001-222-0000-4260	20.00
					Total :	20.00
213825	3/18/2019	891738 KNIGHT COMMUNICATIONS INC	20101069	11823	IT MANAGEMENT SERVICES-MAR 2019	
					001-135-0000-4270	10,000.00
					Total :	10,000.00
213826	3/18/2019	101795 KOSMONT & ASSOCIATES	18-0099-05	11893	REAL ESTATE ADVISORY SERVICES	
					001-190-0000-4267	1,887.60
					Total :	1,887.60
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213827	3/18/2019	101971 L.A. MUNICIPAL SERVICES	694-750-1000		WATER & ELECTRIC-13810 DRONFIELD	
					070-384-0000-4210	3,660.51
					Total :	3,660.51
213828	3/18/2019	892659 LECHOWICZ & TSENG MUNICIPAL	2	11648	WATER AND SEWER UTILITY RATE STL	
				11648	072-360-0000-4260	1,365.00
					070-381-0000-4260	1,365.00
					Total :	2,730.00
213829	3/18/2019	101920 LIEBERT CASSIDY WHITMORE	1473662		LEGAL SERVICES	
			1473663		001-112-0000-4270	2,039.00
			1473665		LEGAL SERVICES	87.00
			1473666		001-112-0000-4270	1,924.00
			1473975		LEGAL SERVICES	370.00
			1473986		001-112-0000-4270	1,701.00
					001-112-0000-4270	220.50
					Total :	6,341.50
213830	3/18/2019	102003 LOS ANGELES COUNTY	RE-PW-1902110595	11833	FY 18-19 INDUSTRIAL WASTE CHARGE	
					072-360-0000-4450	2,245.87
					Total :	2,245.87
213831	3/18/2019	892477 LOWES	1581		MATL'S FOR REPAIRS	
					043-390-0000-4300	61.05
					Total :	61.05
213832	3/18/2019	102051 M & M LANDSCAPE	7107	11863	M&M LANDSCAPING & PEST CONTROL	
			7108	11863	070-384-0000-4260	1,600.00
			7109	11863	M&M LANDSCAPING & PEST CONTROL	1,600.00
					070-384-0000-4260	1,600.00
					Total :	1,600.00
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213832	3/18/2019	102051 M & M LANDSCAPE	(Continued) 7110	11863	M&M LANDSCAPING & PEST CONTROL 070-384-0000-4260	1,600.00
					Total :	6,400.00
213833	3/18/2019	888242 MCI COMM SERVICE	7DK54968	11845	MTA PHONE LINE 007-440-0441-4220	33.96
					Total :	33.96
213834	3/18/2019	891630 MGT OF AMERICA, INC.	35153	11845	SB90 MANDATED COST CLAIMS 001-130-0000-4270	2,850.00
					Total :	2,850.00
213835	3/18/2019	102201 MIERZYNSKI, IRMGARD	01/04-02/22		LINE DANCE INSTRUCTOR 017-420-1339-4260	154.00
					Total :	154.00
213836	3/18/2019	102226 MISSION LINEN SUPPLY	509315642		LAUNDRY 001-225-0000-4350	106.73
			509342774		LAUNDRY 001-225-0000-4350	118.24
			509363097		LAUNDRY 001-225-0000-4350	112.47
			509390831		LAUNDRY 001-225-0000-4350	123.84
					Total :	461.28
213837	3/18/2019	892731 MONTES, AIDA	MAR 2019		COMMISSIONER'S STIPEND 001-150-0000-4111	75.00
					Total :	75.00
213838	3/18/2019	102260 MOORE MEDICAL LLC	47235950		MEDICATIONS 001-225-0000-4350	90.54
			47774565		MEDICATIONS 001-225-0000-4350	12.58
					Total :	103.12
213839	3/18/2019	893050 MORALES-RODRIGUEZ, CRISTAL	FEB 2019		MMAP MENTOR INTRUCTOR	
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213839	3/18/2019	893050 MORALES-RODRIGUEZ, CRISTAL	(Continued)		109-424-3614-4260	340.00
					Total :	340.00
213840	3/18/2019	892535 MORAN, YOVANNI	FEB 2019		YOGA INSTRUCTOR 017-420-1337-4260	100.00
					Total :	100.00
213841	3/18/2019	102287 MUNICIPAL CODE CORPORATION	00324802		CITY CODE UPDATE-SUPPLEMENT NO 001-115-0000-4260	2,968.03
					Total :	2,968.03
213842	3/18/2019	887737 NATIONAL PLANT SERVICES INC	14580		EMERGENCY CCTV INSPECTIONS-700 072-360-0000-4260	1,075.00
					Total :	1,075.00
213843	3/18/2019	102324 NEGRETE, CONNIE	REIMB.		PER DIEM REIMB-EOC TRAINING 001-222-0000-4360	39.80
					Total :	39.80
213844	3/18/2019	102432 OFFICE DEPOT	2273409882		OFFICE SUPPLIES 001-420-0000-4300	68.99
			2273752193		OFFICE CHAIRS 001-420-0000-4300	246.34
			2273755836		OFFICE CHAIRS & SUPPLIES 001-420-0000-4300	365.08
			268410283001		OFFICE SUPPLIES 001-150-0000-4300	33.15
			268410562001		OFFICE SUPPLIES 001-152-0000-4300	71.68
			271506687001		LASER JET CARTRIDGES 001-133-0000-4300	563.89
			272423098001		OFFICE SUPPLIES 001-222-0000-4300	5.82
			272423478001		OFFICE SUPPLIES 001-222-0000-4300	121.41
			272423479001		OFFICE SUPPLIES	
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213844	3/18/2019	102432 OFFICE DEPOT	(Continued)			
			274532394001		001-222-0000-4300 OFFICE SUPPLIES	122.72
			274545426001		001-222-0000-4300 OFFICE SUPPLIES	60.60
			274547056001		001-310-0000-4300 OFFICE SUPPLIES	37.38
			275527629001		001-310-0000-4300 OFFICE SUPPLIES	33.68
			275527855001		001-222-0000-4300 OFFICE SUPPLIES	26.72
			276953299001		001-222-0000-4300 LASER JET CARTRIDGE	34.43
			280909139001		001-133-0000-4300 OFFICE SUPPLIES	329.87
			280910022001		001-105-0000-4300 OFFICE SUPPLIES	66.26
					001-105-0000-4300	13.19
					Total :	2,201.21
213845	3/18/2019	892572 OLIVAREZ MADRUGA	6214		LEGAL SERVICES	
					001-110-0000-4270	25,396.63
					072-360-0000-4270	180.00
					Total :	25,576.63
213846	3/18/2019	890095 O'REILLY AUTOMOTIVE STORES INC	4605-318408		VEHICLE SERVICE MAINT. & REPAIR P/	
			4605-318545	11847	041-320-0221-4400	9.89
			4605-319907	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
			4605-320721	11847	041-320-0320-4400	53.82
			4605-321255	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
			4605-321888	11847	041-320-0390-4400	52.02
				11847	VEHICLE SERVICE MAINT. & REPAIR P/	
				11847	041-320-0152-4400	103.53
				11847	VEHICLE SERVICE MAINT. & REPAIR P/	
				11847	070-383-0000-4400	38.49
				11847	VEHICLE SERVICE MAINT. & REPAIR P/	
				11847	041-320-0221-4400	27.49

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213846	3/18/2019	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-321890	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
					041-1215	151.72
					Total :	436.96
213847	3/18/2019	102483 OROZCO, ELVIRA	18-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	197.76
					Total :	197.76
213848	3/18/2019	893116 PACHECO, HECTOR	MAR 2019		COMMISSIONER'S STIPEND	
					001-150-0000-4111	75.00
					Total :	75.00
213849	3/18/2019	102581 PEACE OFFICERS ASSOCIATION	022019		RGSTR-ACTIVE SHOOTER TRAINING	
					001-222-0000-4360	50.00
					Total :	50.00
213850	3/18/2019	892957 PIONEER FIRE PROFESSIONALS INC	362571		FIRE EXTINGUISHER REPLACED	
					041-320-0000-4260	242.00
					Total :	242.00
213851	3/18/2019	102738 QUINTERO ESCAMILLA, VIOLETA	FEB 2019		SENIOR MUSIC INSTRUCTOR	
			JAN 2019		017-420-1323-4260	240.00
					SENIOR MUSIC INSTRUCTOR	
					017-420-1323-4260	240.00
					Total :	480.00
213852	3/18/2019	102779 RAMIREZ, THOMAS	FEB 2019		KARATE INSTRUCTOR	
					017-420-1326-4260	480.00
					Total :	480.00
213853	3/18/2019	891881 REMENIH, MICHAEL	FEB 2019		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
213854	3/18/2019	102855 RIO HONDO REGIONAL	S19-96-ZSFN		PRE-ACADEMY FITNESS COURSE	
					001-225-0000-4360	13.80

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213854	3/18/2019	102855 RIO HONDO REGIONAL	13.80
(Continued)			
213855	3/18/2019	892489 RIOS, CHRIS	44.21
REIMB. PER DIEM REIMB-EOC TRAINING 001-224-0000-4360			44.21
Total :			44.21
213856	3/18/2019	892951 RODRIGUEZ, ELISA	130.74
030419 REIMB.-PIZZA FOR SR CLUB MNTHLY M 004-2380			130.74
Total :			130.74
213857	3/18/2019	892708 ROYAL INDUSTRIAL SOLUTIONS	473.04
8901-770121 ELECTRICAL SUPPLIES 001-370-0301-4300			473.04
8901-770693 ELECTRICAL SUPPLIES 001-370-0301-4300			10.51
8901-770694 ELECTRICAL SUPPLIES 001-370-0301-4300			229.95
8901-770876 ELECTRICAL SUPPLIES 001-370-0301-4300			268.28
8901-771044 ELECTRICAL SUPPLIES 001-370-0301-4300			-1,300.86
8901-772251 ELECTRICAL SUPPLIES 001-370-0301-4300			208.05
8901-772601 ELECTRICAL SUPPLIES 001-370-0301-4300			147.83
8901-772693 ELECTRICAL SUPPLIES 001-370-0301-4300			197.92
Total :			234.72
213858	3/18/2019	892856 SALAS, JUAN	49.97
REIMB FOOD FOR COMMUNITY INPUT MEETII 001-420-0000-4300			49.97
Total :			49.97
213859	3/18/2019	103045 SAN FER. MALL DOWNTOWN ASSOC.	2,060.00
JAN & FEB REIMB TO DOWNTOWN ASSOC-JAN & 001-2260			2,060.00
Total :			2,060.00
213860	3/18/2019	887575 SAN FERNANDO EXPLORER POST 521	4,417.73
REIMB. 2019 CHANDLER TACTICAL COMPETIT 001-226-0230-4430			4,417.73

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213860	3/18/2019	887575 SAN FERNANDO EXPLORER POST 521	(Continued)				
			REPL CK 210635		001-226-0000-4370	2,079.75	
					REPL STL DTD CK- EXPLORER'S REIMI		
					001-226-0230-4430	290.12	
					Total :	6,787.60	
213861	3/18/2019	103057 SAN FERNANDO VALLEY SUN	10441		ECONOMIC DEVELOP MAP FY18/19		
					001-190-0000-4267	2,500.00	
			10445		LEGAL PUBLICATION-CUP 621 N MACL		
					001-2205	446.89	
			10456		ECONOMIC DEVELOP MAP FY18/19		
					053-101-0109-4430	1,000.00	
					Total :	3,946.89	
213862	3/18/2019	892416 SANCHEZ, KARLA	FEB 2019		ZUMBA INSTRUCTOR		
					017-420-1337-4260	230.00	
					Total :	230.00	
213863	3/18/2019	893119 SANCHEZ, MARTHA	35-1965-02		WATER ACCT REFUND-1427 CELIS		
					070-2010	0.09	
					Total :	0.09	
213864	3/18/2019	103184 SMART & FINAL	20753		BREAK ROOM SUPPLIES		
					001-222-0000-4300	45.43	
			31428		FOOD-COMMUNITY INPUT MTG ON 02/		
					001-420-0000-4300	24.94	
			32878		FOOD FOR SENIOR CLUB MNTHLY MTG		
					004-2380	42.27	
			39927		SNACKS		
					004-2383	28.88	
					Total :	141.52	
213865	3/18/2019	892199 SMARTPHONE METER READING, LLC	SPMR1863		ANNUAL SPMR SUBSCRIPTION		
				11851	070-382-0000-4320	594.00	
				11851	072-360-0000-4320	594.00	
				11851	070-382-0000-4320	114.00	
				11851	072-360-0000-4320	114.00	

vchlist 03/12/2019 3:20:39PM		Voucher List CITY OF SAN FERNANDO				Page: 21
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213865	3/18/2019	892199 SMARTPHONE METER READING, LLC	(Continued)			
				11851	070-382-0000-4320	594.00
				11851	072-360-0000-4320	594.00
					Total :	2,604.00
213866	3/18/2019	892367 SOLIS, MARGARITA	31-33; 51-53		L P SENIOR PETTY CASH REIMB.	
					004-2380	66.98
					Total :	66.98
213867	3/18/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC-117 MACNEIL	
					043-390-0000-4210	3,135.82
					Total :	3,135.82
213868	3/18/2019	103251 STANLEY PEST CONTROL	126324		PEST EXTERMINATIONFOR THE INTER	
				11880	043-390-0000-4260	94.00
			126328		PEST EXTERMINATIONFOR THE INTER	
				11880	043-390-0000-4260	95.00
			126360		PEST EXTERMINATIONFOR THE INTER	
				11880	043-390-0000-4260	135.00
			126361		PEST EXTERMINATIONFOR THE INTER	
				11880	043-390-0000-4260	62.00
			126362		PEST EXTERMINATIONFOR THE INTER	
				11880	043-390-0000-4260	55.00
			126363		PEST EXTERMINATIONFOR THE INTER	
				11880	043-390-0000-4260	85.00
			126364		PEST EXTERMINATIONFOR THE INTER	
				11880	043-390-0000-4260	85.00
					Total :	611.00
213869	3/18/2019	889149 STAPLES BUSINESS ADVANTAGE	8053037984		BREAK ROOM SUPPLIES	
					001-190-0000-4300	169.13
					Total :	169.13
213870	3/18/2019	103090 SUSAN SAXE-CLIFFORD, PH.D.	19-0227-3		PROFESSIONAL SERVICES	
					001-222-0000-4260	450.00
					Total :	450.00

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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213871	3/18/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490	14234		MISC SUPPLIES	
			3064352		070-383-0301-4300	88.86
			6501849		MATL'S FOR REPAIR	
					043-390-0000-4300	35.51
					SECURITY LIGHTING	
					043-390-0000-4300	302.14
					Total :	426.51
213872	3/18/2019	103903 TIME WARNER CABLE	10518022119		CABLE - REC PARK MARCH 2019	
					001-420-0000-4260	230.50
			222204022019		CABLE- PW (03/01/19-03/28/19)	
					001-190-0000-4220	105.20
					Total :	335.70
213873	3/18/2019	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION-	
					001-420-0000-4220	79.69
					Total :	79.69
213874	3/18/2019	103463 U.S. POSTMASTER	MARCH 2019		POSTAGE-MARCH WATER BILLS	
					070-382-0000-4300	625.16
					072-360-0000-4300	625.16
					Total :	1,250.32
213875	3/18/2019	103444 ULTRA GREENS, INC	64734		LANDSCAPE SUPPLIES AND MATERIAL	
				11937	001-311-0000-4300	1,066.49
			64746		LANDSCAPE SUPPLIES AND MATERIAL	
				11937	001-311-0000-4300	312.08
			64774		LANDSCAPE SUPPLIES AND MATERIAL	
				11937	001-311-0000-4300	1,654.50
			64785		LANDSCAPE SUPPLIES AND MATERIAL	
				11937	001-311-0000-4300	44.86
			64825		LANDSCAPE SUPPLIES AND MATERIAL	
				11937	001-311-0000-4300	65.70
					Total :	3,143.63
213876	3/18/2019	103445 UNDERGROUND SERVICE ALERT	18DSBFEE1113		CALSTATE FEE-REGULATORY COSTS	
					070-381-0000-4260	48.93

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vchlist 03/12/2019 3:20:39PM		Voucher List CITY OF SAN FERNANDO				Page: 23
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213876	3/18/2019	103445 UNDERGROUND SERVICE ALERT	(Continued) 220190673		(42) NEW USA DIGALERT TICKETS 070-381-0000-4260	79.30
					Total :	128.23
213877	3/18/2019	888241 UNITED SITE SERVICES OF CA INC	114-8041782	11896	PORTABLE TOILET RENTAL AT CITY FA 043-390-0000-4260	509.93
			114-8041862	11896	PORTABLE TOILET RENTAL AT CITY FA 043-390-0000-4260	738.92
			114-8069022	11896	PORTABLE TOILET RENTAL AT CITY FA 070-384-0000-4260	146.27
			114-8074869	11896	PORTABLE TOILET RENTAL AT CITY FA 043-390-0000-4260	191.30
					Total :	1,586.42
213878	3/18/2019	103534 VALLEY LOCKSMITH	5807	11865	LOCKSMITH SERVICES FOR ALL FACIL 070-384-0000-4300	178.48
			5895	11865	LOCKSMITH SERVICES FOR ALL FACIL 043-390-0000-4330	185.45
					Total :	363.93
213879	3/18/2019	887379 VASQUEZ, ARMANDO	F2018		UMPIRE FEES FOR CANCELLED GAME 017-420-1334-4260	150.00
					Total :	150.00
213880	3/18/2019	892081 VERIZON BUSINESS SERVICES	71054487		MPLS PORT ACCESS & ROUTER FOR F 001-222-0000-4220	1,045.65
					Total :	1,045.65
213881	3/18/2019	100101 VERIZON WIRELESS-LA	9824353894		MDT MODEMS-PD UNITS 001-222-0000-4220	1,231.42
			9824626945		PLANNING & SAFETY CELL PHONE PL 001-140-0000-4220	5.36
			9824678985		PD CELL PHONE PLANS 001-222-0000-4220	279.30
					001-152-0000-4220	152.04
					Total :	1,668.12
						Page: 23

vchlist 03/12/2019 3:20:39PM		Voucher List CITY OF SAN FERNANDO				Page: 24
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213882	3/18/2019	103581 VICTOR TRANSMISSION	29460	11876	VEHICLE MAINTENANCE AND TRANS F 041-320-0311-4400	751.42
					Total :	751.42
213883	3/18/2019	887212 VILLAFANA, REBEKAH	FEB 2019		GRANT ASSISTANT 109-424-3614-4260	1,250.00
					Total :	1,250.00
213884	3/18/2019	888390 WEST COAST ARBORISTS, INC.	144668	11836	ANNUAL TREE TRIMMING SERVICES 011-311-0000-4260	1,920.00
					Total :	1,920.00
213885	3/18/2019	890970 WEX BANK	58033154		FUEL FOR CITY FLEET 041-320-0152-4402	239.95
					041-320-0221-4402	197.44
					041-320-0222-4402	190.75
					041-320-0224-4402	441.27
					041-320-0225-4402	3,031.90
					041-320-0226-4402	2.00
					041-320-0228-4402	462.10
					041-320-0311-4402	920.48
					041-320-0312-4402	2.00
					041-320-0320-4402	71.24
					041-320-0346-4402	70.27
					041-320-0370-4402	609.72
					041-320-0390-4402	1,370.08
					041-320-0420-4402	2.00
					007-313-3630-4402	434.85
					029-335-0000-4402	90.63
					070-381-0000-4402	2.00
					070-382-0000-4402	286.00
					070-383-0000-4402	869.28
					070-384-0000-4402	240.04
					072-360-0000-4402	469.59
					Total :	10,003.59
213886	3/18/2019	892785 WONG, MICHELLE	FEB 2019		YOGA INSTRUCTOR	
						Page: 24

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213886	3/18/2019	892785 WONG, MICHELLE	(Continued)		017-420-1337-4260	100.00
					Total :	100.00
213887	3/18/2019	893125 ZUNIGA, SARA	41-0130-02		WATER ACCT REFUND-624 JACKMAN 070-2010	41.21
					Total :	41.21
124	Vouchers for bank code :	bank3			Bank total :	502,586.07
124	Vouchers in this report				Total vouchers :	502,586.07

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213377	2/7/2019	103648 CITY OF SAN FERNANDO	PR 02-08-19		REIMB FOR PAYROLL W/E 02/01/19	
					001-1003	345,360.67
					007-1003	787.04
					008-1003	2,061.13
					017-1003	79.30
					018-1003	68,610.09
					027-1003	4,266.22
					029-1003	3,507.09
					041-1003	9,385.61
					043-1003	20,634.95
					070-1003	36,648.94
					072-1003	24,365.14
					119-1003	1,554.82
					Total :	517,261.00
213378	2/13/2019	103648 CITY OF SAN FERNANDO	SPR 2-13-19		REIMB FOR SPECIAL PAYROLL W/E 2/1	
					001-1003	87,626.74
					Total :	87,626.74
213519	2/20/2019	892749 PACHECO, VERONICA	JAN.02 2019		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
213520	2/20/2019	887296 ROBLED0, OLIVIA	JAN. 29 2019		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
213521	2/20/2019	103648 CITY OF SAN FERNANDO	PR 2-22-19		REIMB FOR PAYROLL W/E 2-15-19	
					027-1003	3,785.39
					029-1003	2,590.58
					041-1003	9,334.87
					043-1003	20,519.59
					070-1003	35,139.10
					072-1003	26,850.61
					119-1003	1,554.82
					001-1003	375,720.51

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213521	2/20/2019	103648 CITY OF SAN FERNANDO	(Continued)			
					007-1003	812.02
					008-1003	2,061.13
					017-1003	147.10
					018-1003	68,202.91
					Total :	546,718.63
213522	2/20/2019	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - FEBRUARY 20	
					001-1160	117.48
					Total :	117.48
213523	2/20/2019	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - FEBRUARY 20	
					001-1160	11,927.90
					Total :	11,927.90
213524	2/20/2019	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - FEBRUARY 201	
					001-1160	2,433.36
					Total :	2,433.36
213525	2/20/2019	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS - FEBRUARY 2019	
					001-1160	3,167.56
					Total :	3,167.56
213744	2/28/2019	889651 HERNANDEZ, ENGELBERT	022819		REIMBURSEMENT OF AFLAC INSURAN	
					001-2426	70.08
					Total :	70.08
213745	2/28/2019	890006 AGUIRRE, PETER	022819		REIMBURSEMENT OF COLONIAL LIFE I	
					001-2426	24.18
					Total :	24.18
213746	2/28/2019	893114 DE LA PENNA, RICHARD	02282019		REIMBURSEMENT OF COLONIAL LIFE I	
					001-2426	23.09
					Total :	23.09
213747	2/28/2019	101671 GUZMAN, DANETTE	02282019		REIMBURSEMENT OF COLONIAL LIFE I	
					001-2426	34.66

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213747	2/28/2019	101671 101671 GUZMAN, DANETTE	(Continued)			Total : 34.66
213748	2/28/2019	892444 LICEA, ALEXANDER	02282019		REIMBURSEMENT OF COLONIAL LIFE 001-2426	37.36
					Total :	37.36
213749	2/28/2019	102324 NEGRETE, CONNIE	02282019		REIMBURSEMENT OF COLONIAL LIFE 001-2426	65.60
					Total :	65.60
213750	2/28/2019	102443 OKAFOR, MICHAEL	02282019		REIMBURSEMENT OF COLONIAL LIFE 001-2426	23.71
					Total :	23.71
213751	2/28/2019	100221 ORTEGA, SYLVIA	02282019		REIMBURSEMENT OF COLONIAL LIFE 001-2426	113.90
					Total :	113.90
213752	2/28/2019	891847 RAMIREZ, JESSICA	02282019		REIMBURSEMENT OF COLONIAL LIFE 001-2426	44.46
					Total :	44.46
213753	2/28/2019	887872 ROSENBERG, IRWIN	02282019		REIMBURSEMENT OF COLONIAL LIFE 001-2426	21.61
					Total :	21.61
213754	2/28/2019	891837 YOO, KEVIN	02282019		REIMBURSEMENT OF COLONIAL LIFE 001-2426	47.81
					Total :	47.81
20 Vouchers for bank code : bank3						Bank total : 1,169,909.13
20 Vouchers in this report						Total vouchers : 1,169,909.13

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213755	2/4/2019	893115 P.E.R.S.	1001255490		EMPLOYER CONTRIB VARIANCE-PE 01 001-1160	2,614.25
Total :						2,614.25
1 Vouchers for bank code : bank3						Bank total : 2,614.25
1 Vouchers in this report						Total vouchers : 2,614.25

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213756	2/14/2019	893115 P.E.R.S.	1001262196		EMPLOYER CONTRIB VARIANCE-PE 01 001-1160	2,275.46
Total :						2,275.46
1 Vouchers for bank code : bank3						Bank total : 2,275.46
1 Vouchers in this report						Total vouchers : 2,275.46

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213757	3/5/2019	102519 P.E.R.S.	MARCH 2019		HEALTH INS. BENEFITS-MARCH 2019 001-1160	148,124.61
					Total :	148,124.61
213758	3/1/2019	893115 P.E.R.S.	1001271533		EMPLOYER CONTRIB VARIANCE-PE 02 001-1160	3,300.88
					Total :	3,300.88
		2 Vouchers for bank code :	bank3		Bank total :	151,425.49
		2 Vouchers in this report			Total vouchers :	151,425.49

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213649	3/1/2019	100286 BAKER, BEVERLY	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					Total :	533.75
213650	3/1/2019	891015 CROOK, ROBERT	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
213651	3/1/2019	100916 DEIBEL, PAUL	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
213652	3/1/2019	891041 GARCIA, CONNIE	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
213653	3/1/2019	101781 KISHITA, ROBERT	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
213654	3/1/2019	101926 LILES, RICHARD	19-Mar		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	247.21 247.20
					Total :	494.41
213655	3/1/2019	891027 LOCKETT, JOANN	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
213656	3/1/2019	102126 MARTINEZ, MIGUEL	19-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	482.64
					Total :	482.64
213657	3/1/2019	102483 OROZCO, ELVIRA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	163.37
					Total :	163.37

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213658	3/1/2019	891031 ORTEGA, JIMMIE	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
213659	3/1/2019	891032 OTREMBA, EUGENE	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
213660	3/1/2019	891354 RAMIREZ, ROSALINDA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
					Total :	482.64
213661	3/1/2019	102940 RUIZ, RONALD	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					Total :	533.75
213662	3/1/2019	103121 SERRANO, ARMANDO	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					Total :	533.75
213663	3/1/2019	892782 TIGHE, DONNA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
213664	3/1/2019	891046 VANAALST, LEONILDA	19-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	187.74
					Total :	187.74
16 Vouchers for bank code : bank3						Bank total : 6,059.08
16 Vouchers in this report						Total vouchers : 6,059.08

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213665	3/1/2019	100042 ABDALLAH, ALBERT	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,234.75
					Total :	1,234.75
213666	3/1/2019	100091 AGORICHAS, JOHN	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	224.41
					Total :	224.41
213667	3/1/2019	891039 AGUILAR, JESUS	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	511.48
					Total :	511.48
213668	3/1/2019	100104 ALBA, ANTHONY	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
213669	3/1/2019	891011 APODACA-GRASS, ROBERTA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
213670	3/1/2019	100306 BARNARD, LARRY	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00
					Total :	1,226.00
213671	3/1/2019	100346 BELDEN, KENNETH M.	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00
					Total :	1,226.00
213672	3/1/2019	892233 BUZZELL, CAROL	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	163.37
					Total :	163.37
213673	3/1/2019	891350 CALZADA, FRANK	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	462.74
					Total :	462.74
213674	3/1/2019	100642 CASTRO, RICO	19-Mar		CALPERS HEALTH REIMB	

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Bank code : bank3

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213676	3/1/2019	891016 DEATON, MARK	19-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	494.41
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213679	3/1/2019	892102 DOSTER, DARRELL	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
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213680	3/1/2019	100996 DRAKE, JOYCE	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
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213681	3/1/2019	100995 DRAKE, MICHAEL	19-Mar		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	129.42
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213682	3/1/2019	100997 DRAPER, CHRISTOPHER	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,472.46
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213683	3/1/2019	101044 ELEY, JEFFREY	19-Mar		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213683	3/1/2019	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	1,940.00
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213684	3/1/2019	891040 FISHKIN, RIVIAN	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
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213685	3/1/2019	892103 GAJDOS, BETTY	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
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213686	3/1/2019	891351 GARCIA, DEBRA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,490.94
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213687	3/1/2019	891067 GARCIA, NICOLAS	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.56
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213689	3/1/2019	891020 GLASGOW, ROBERT	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	377.00
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213690	3/1/2019	891021 GUIZA, JENNIE	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
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213691	3/1/2019	101415 GUTIERREZ, OSCAR	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
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213692	3/1/2019	891352 HADEN, SUSANNA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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213696	3/1/2019	101466 HARVEY, DEVERY MICHAEL	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,679.00
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213698	3/1/2019	891023 HATFIELD, JAMES	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
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213699	3/1/2019	892104 HERNANDEZ, ALFONSO	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,503.07
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213700	3/1/2019	891024 HOOKER, RAYMOND	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	707.78
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213701	3/1/2019	101538 HOUGH, RAY	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	462.74
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213703	3/1/2019	101694 JACOBS, ROBERT	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,147.00 1,147.00
213704	3/1/2019	892105 KAHMANN, ERIC	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 511.48
213705	3/1/2019	101786 KLOTZSCHE, STEVEN	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 832.98
213706	3/1/2019	891866 KNIGHT, DONNA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
213707	3/1/2019	892929 LEWIS, WANDA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
213708	3/1/2019	891043 LIEBERMAN, LEONARD	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
213709	3/1/2019	101933 LITTLEFIELD, LESLEY	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 653.66
213710	3/1/2019	102059 MACK, MARSHALL	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 1,203.50
213711	3/1/2019	891010 MAERTZ, ALVIN	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	511.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213711	3/1/2019	891010 MAERTZ, ALVIN	(Continued)			511.48
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213713	3/1/2019	102206 MILLER, WILMA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
213714	3/1/2019	102212 MIRAMONTES, MONICA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 1,203.50
213715	3/1/2019	102232 MIURA, HOWARD	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
213716	3/1/2019	892106 MONTAN, EDWARD	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 832.98
213717	3/1/2019	102365 NAVARRO, RICARDO A	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 462.74
213718	3/1/2019	102473 ORDELHEIDE, ROBERT	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,551.56 1,551.56
213719	3/1/2019	102486 ORSINI, TODD	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,605.35 1,605.35
213720	3/1/2019	102569 PARKS, ROBERT	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,940.00 1,940.00

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213722	3/1/2019	102527 PISCITELLI, ANTHONY	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 462.74
213723	3/1/2019	891033 POLLOCK, CHRISTINE	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	377.00 377.00
213724	3/1/2019	102735 QUINONEZ, MARIA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 1,101.28
213725	3/1/2019	891034 RAMSEY, JAMES	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	677.47 677.47
213726	3/1/2019	102864 RIVETTI, DOMINICK	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	886.00 886.00
213727	3/1/2019	102936 RUELAS, MARCO	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,503.07 1,503.07
213728	3/1/2019	891044 RUSSUM, LINDA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
213729	3/1/2019	890806 SALDIVAR, GEORGE	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
213730	3/1/2019	892107 SHANAHAN, MARK	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	511.48
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213733	3/1/2019	103220 SOMERVILLE, MICHAEL	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.00 1,487.00
213734	3/1/2019	103394 TORRES, RACHEL	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
213735	3/1/2019	889588 UFANO, VIRGINIA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
213736	3/1/2019	888417 VALDIVIA, LAURA	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	707.78 707.78
213737	3/1/2019	103562 VASQUEZ, JOEL	19-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	1,940.00 1,940.00
213738	3/1/2019	891038 WAITE, CURTIS	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 1,102.61
213739	3/1/2019	891036 WATT, DAVID	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 653.66
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213740	3/1/2019	891037 WEBB, NANCY	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	677.47 677.47
213741	3/1/2019	103643 WEDDING, JEROME	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 653.66
213742	3/1/2019	103727 WYSBEEK, DOUDE	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
213743	3/1/2019	103737 YNIGUEZ, LEONARD	19-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 1,102.61
79 Vouchers for bank code : bank3						Bank total : 60,155.70
79 Vouchers in this report						Total vouchers : 60,155.70

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Julian J. Venegas, Director of Recreation and Community Services

Date: March 18, 2019

Subject: Consideration to Approve a Non-exclusive License Agreement with Special Olympics Southern California for use of Park Facilities

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the City Manager to execute a Non-exclusive License Agreement (Attachment "A" – Contract No. 1908) with Special Olympics Southern California for use of Las Palmas, Recreation and Pioneer park facilities; and
- b. Approve the use of the City seal on print material and social media pursuant to City Council Resolution No. 6904.

BACKGROUND:

1. On May 20, 2015, the City and Special Olympics Southern California (SOSC) entered into a Non-exclusive License Agreement to use Las Palmas, Recreation and Pioneer Park facilities and began a partnership for an adaptive sports program.
2. On July 31, 2018, the agreement between the City and SOSC expired.
3. On January 17, 2019, City staff and SOSC staff met to discuss a recommitment to the collaborative effort that provides Special Olympic style sports to the community.

ANALYSIS:

SOSC is a non-profit 501c(3) organization that is well established in the Northeast San Fernando Valley. SOSC partners with agencies like the LA 84 Foundation, Law Enforcement Torch Run, Kaiser Permanente, and Wells Fargo Bank to provide Special Olympic athletes opportunities to excel in sports-related programs.

Consideration to Approve a Non-exclusive License Agreement with Special Olympics Southern California for Use of Park FacilitiesPage 2 of 3

The City and SOSC began their collaboration in 2015 at which time SOSC provided Olympic type sports training and athletic competition for children and adults with intellectual challenges. The program focused on giving Special Olympic athletes opportunities to develop physical fitness, build social skills and provide family resources. The collaboration between the City and SOSC will continue to work towards the development and implementation of strategic sports programs to address common interests and concerns. The partnership facilitates the exchange of ideas, and the sharing of best practices in the delivery of high quality, cost-effective local sports activities for organized teams associated with the SOSC agency.

The program will target residents of the City of San Fernando, Santa Clarita and surrounding communities. The sports programming will vary season to season. For the spring and summer months, the sports being offered include track and field, basketball, and Bocce Ball. While in the winter and fall months, soccer, softball, tennis and volleyball will be offered. SOSC will provide all staffing and volunteers to market, develop and implement the sports programs. All programming will be held during the Recreation and Community Services (RCS) Department's normal hours of operation. The RCS Department will schedule park facility use to ensure there is no programming overlap with existing City programs, events, or another long-term Non-exclusive License Agreement.

The partnership provides an opportunity for both the City and SOSC to reach participants who may not otherwise be aware of the programs and services offered by one or the other. The City and SOSC will exchange relevant publications, bulletins and other informational material on a regular basis to further public awareness of the programs and services available to their constituents. The City will encourage individuals with intellectual disabilities to register with SOSC's sports program network. Likewise, SOSC will direct their participants to the City's non-sports programs servicing intellectually challenged people.

BUDGET IMPACT:

The City Council's approval of the Non-exclusive License Agreement between the City and SOSC will not impact the General Fund. SOSC plans to host their program within the RCS Department's normal hours of operation. Should SOSC need additional time, a staff fee of \$22.00 per hour (Recreation Leader I hourly rate) would be assessed to provide coverage.

CONCLUSION:

It is recommended that the City Council authorize the City Manager to execute a Non-exclusive License Agreement with Special Olympics Southern California (SOSC) for use of Las Palmas, Recreation and Pioneer park facilities.

Consideration to Approve a Non-exclusive License Agreement with Special Olympics Southern California for Use of Park Facilities

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ATTACHMENT:

A. Contract No. 1908

NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF CITY OF SAN FERNANDO PIONEER, RECREATION AND LAS PALMAS PARK FACILITIES

THIS NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF PIONEER PARK, RECREATION PARK, AND LAS PALMAS PARK and (hereinafter, the "Agreement") is made and entered into as of March 18, 2019 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a California municipal corporation (hereinafter, the "CITY"), and the SPECIAL OLYMPICS SOUTHERN CALIFORNIA, a non-profit organization (hereinafter, "SOSC"). For the purposes of this Agreement, the CITY and SOSC may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to the CITY or SOSC interchangeably as appropriate.

RECITALS:

WHEREAS, the CITY and SOSC have common goals to promote and provide adequate community recreation and education programs that contribute to the health and general welfare of the San Fernando community, and otherwise encourage the development of good citizenship and enhance the quality of life, of the residents of the CITY;

WHEREAS, SOSC is a non-profit organization located within the City of San Fernando; and

WHEREAS, the CITY owns and operates the Pioneer Park, located at 828 Harding Avenue and Recreation Park, located at 208 Park Avenue and Las Palmas Park, located at 505 S. Huntington, in the City of San Fernando (collectively, "the Facilities"); and

WHEREAS, SOSC desires to continue using the Facilities for recreational purposes, specifically, for practices and games for SOSC's participants; and

WHEREAS, SOSC has requested the use of a gym, a baseball field and green space; and

WHEREAS, the CITY is willing to provide access to the requested Facilities, upon the terms, provisions and conditions hereinafter set forth; and

WHEREAS, the terms of this Agreement were approved by the City Council of the City of San Fernando at its Regular Meeting of March 18, 2019.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the CITY and SOSC hereby agree as follows:

1. FACILITIES.

1.1. Availability for Special Olympic Use. Except as otherwise provided herein, SOSC shall have a non-exclusive license to use the Facilities for the purposes of conducting practices and games for a period of five (5) years commencing from the Effective Date of this Agreement.

Non-Exclusive License Agreement Special Olympics Southern California

1.2. On a non-exclusive basis, the CITY shall provide SOSC with access to gymnasiums, baseball fields and grass areas at the Facilities for SOSC sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to during the times set forth in the Usage Hours contained in Exhibit "A", which is attached hereto and incorporated herein by this reference. While using the Facilities, SOSC shall allow the CITY to provide public access to nearby green space and programming without overlap. SOSC's right of access and use to the Facilities shall be non-exclusive and shall at all times be subordinate and subject to the CITY's ownership rights in the Facilities and the underlying real property where the Facilities are located.

1.3 The CITY shall provide SOSC access to the indoor facilities on a weekly basis at the Facilities for SOSC the sponsored programming set forth in the Usage Hours of Operation (Exhibit "A") without programming overlap. Meetings are subject to availability of dates and times as determined by the CITY in its sole and absolute discretion. All meetings shall be scheduled during regular business hours. Staff time will be charged if meetings are scheduled during non-business hours.

1.4 SOSC will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference.

1.5 SOSC will provide the CITY with a practice and game schedule as soon as reasonably possible but in no event later than seven (7) days prior to initial use of facilities.

1.6 SOSC shall be permitted to hang up SOSC banners and advertisement banners at the Facilities for SOSC purposes as set forth in Banner Program Guidelines in Exhibit C, which is attached hereto and incorporated herein by this reference. Banners may remain on City premises for the duration of SOSC seasonal use.

1.7 SOSC shall ensure that the Facilities are properly maintained daily as set forth in the Maintenance Schedule Exhibit "D", which is attached hereto and incorporated herein by this reference.

1.8 Right of Entry. If SOSC would like to perform any modifications and improvements to the Facilities, it may request a Right of Entry Permit ("ROE"). A ROE permit will be required if SOSC desires to make any modifications and/or improvements to the Facilities. A ROE will require a separate license agreement between the CITY and SOSC prior to commencement of any modifications and/or improvements to the Facilities. To initiate meetings regarding a ROE, SOSC shall provide a written request to the City Manager and Julian J. Venegas, Recreation and Community Services Director.

2. LIABILITY & INDEMNIFICATION.

2.1 SOSC agrees to be financially responsible for all destruction of, damage to, or unnecessary abuse of the Facilities and CITY's buildings, grounds or equipment in any way arising out of the use or occupancy thereof by SOSC.

2.2 SOSC agrees to indemnify and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any

Non-Exclusive License Agreement Special Olympics Southern California

and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind an nature arising or growing out of or in any way connected with the performance of this Agreement, caused by any act or omission of SOSC, its agents, servants, employees, clients, guests or invitees, or because of or due to the mere existence of the Agreement between the parties.

2.3 Prior to the beginning of each season, SOSC shall also require all of its players and coaches to submit properly executed individual waivers containing similar indemnifications listed in 2.1 holding the CITY and its officials and employees harmless from any liability associated with their use of the Park or any CITY-owned practice facilities used by SOSC. Refer to Exhibit "E" for liability sample, which is attached hereto and incorporated herein by this reference.

2.4 The provisions of this Section, shall survive the expiration or termination of this Agreement, for a period of three years.

3. INSURANCE.

3.1 Coverage. SOSC shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the insurance listed below:

- A. SOSC shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the Facilities that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$ 2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$ 1,000,000) for property damage. Such coverage shall (a) name the CITY as an additional insured, (b) contain a provision that the policy will not be canceled without at least thirty (30) days prior notice to the CITY, (c) provide that coverage afforded thereby will be primary and that any coverage carried by the CITY shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against the CITY that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of the CITY.
- B. SOSC agrees that if it does not keep the insurance required in this Agreement in full force and effect, the CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, after reasonable notice to SOSC, the CITY may take out the necessary insurance and pay, at SOSC's expense, the premium thereon.

3.2 Certificate. SOSC shall supply the CITY with a Certificate of Insurance as a precondition to commencing any activities at the Facilities.

3.3 Waiver. SOSC waives any and all rights of recovery against the CITY for loss of, or damage to, SOSC's property or the property of others under SOSC's control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. SOSC shall, upon obtaining any policies of insurance

Non-Exclusive License Agreement Special Olympics Southern California

affecting the Facilities, give notice to the insurer that the foregoing mutual waiver of subrogation is contained in this Agreement.

4. **TERM OF AGREEMENT.** The term of this Agreement and the license rights sent forth herein shall be five (5) years, commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the Parties' ability to terminate this Agreement earlier set forth in Section 5 of this Agreement.

5. **TERMINATION OF AGREEMENT.**

5.1 Termination Without Cause. Either Party may terminate this Agreement without cause by providing thirty (30) days prior written notice to the other Party.

5.2 Termination with Cause; Events of Default; Breach of Agreement.

- A. In the event either Party fails to adhere to any term or condition set forth under this Agreement, including those set forth in Exhibits "A", "B", "C" and "D" (or fails to timely perform or properly perform any such duty, obligation, 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 5.2(C) 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. SOSC shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of the CITY's issuance of a Default Notice for any failure of SOSC to timely provide the CITY or CITY's employees or agents with copies of necessary permits or other documentation required under this Agreement. Prior to the expiration of the 3-day cure period, SOSC may submit a written request for additional time to cure the Event of Default upon a showing that SOSC 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, the 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 three (3) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of the CITY's issuance of a Default Notice for any other Event of Default under this Agreement.

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Prior to the expiration of the 14-day cure period, SOSC may submit a written request for additional time to cure the Event of Default upon a showing that SOSC 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, the CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B. ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

- C. The CITY shall cure any Event of Default asserted by SOSC within forty-five (45) calendar days of SOSC'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, the CITY may submit a written request for additional time to cure the Event of Default upon a showing that the 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.
- D. The CITY, in its sole and absolute discretion, may also immediately suspend SOSC access and use of the Facilities under this Agreement pending SOSC cure of any Event of Default by giving SOSC written notice of the CITY's intent to suspend SOSC's access and use of the Facilities (hereinafter, a "Suspension Notice"). The CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, the CITY reserves the right to restrict SOSC's access to portions of the facilities that SOSC would otherwise be permitted to use under this Agreement, including the use of the concession stand.
- 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 terms and conditions 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 the CITY at law or under this Agreement in the event of any breach of this Agreement, the CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to SOSC, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to SOSC, the CITY may suspend or terminate SOSC's access and use of a portion of the Facilities that the CITY has determined has not been used in compliance with the terms and

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conditions of this Agreement, for a period of time up to or including the remainder of the Term of this Agreement;

- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for SOSC's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy. SOSC shall be liable for all legal fees plus other costs and expenses that the CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event that the CITY is in breach of this Agreement, SOSC's sole remedy shall be the suspension or termination of this Agreement.

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.

- 6. **NONDISCRIMINATION.** SOSC shall not discriminate on the basis of race, color, sex, age, religion, national origin or any other basis prohibited by law in its use of the Facilities. SOSC shall provide the CITY with a copy of its non-discrimination policy prior to any use of the Facilities.

7. **FEES AND CHARGES.**

7.1 Fees.

- A. The CITY will waive all fees. SOSC will report back on the number of residents and/or participants served during the sport program.
- B. SOSC shall obtain and maintain, at its sole cost and expense non-profit status as required by State and Federal law.
- C. SOSC agrees to submit to the CITY a map showing the geographical area that comprises its district. The CITY shall provide, upon SOSC's request, a current street map index in order to allow verification of the CITY residency.
- D. SOSC will submit a report to the CITY by the end of each fiscal year containing the following information: 1) the number of participants registered; 2) their ages; 3) the number of teams; 4) any special honors earned; 5) special programs; 6) camps or clinics held; 7) the number of the CITY's residents registered; and 8) the cost of registration.

7.2 Charges. The CITY shall submit to SOSC an invoice, for any damages resulting from SOCS use of the Facilities, staff time provided or other services provided pursuant to this Agreement. Any invoice dispute for damages, staff time or other services

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provided by the CITY shall be submitted within ten (10) business days of receipt of the invoice.

7.3 Method of Payment. Payments may be submitted by check made payable to the City of San Fernando.

8. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Should any claim or dispute arising out this agreement be governed solely by federal law, such claim or dispute should be brought in the Central District of California, located within the CITY and county of Los Angeles.

9. **NOTICE.** Any notice, request, direction, instruction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either Party may hereafter notify the other in writing as aforementioned:

Organization: Special Olympics Southern California
1600 Forbes Way, Suite 200
Long Beach, CA 90810
Attention Lura Mayo, Assistant Vice President
Telephone: (661) 489-0540
email: lmayo@sosc.org

City: City of San Fernando
117 Mcneil Street
San Fernando, California 91340
Attention: Julian J. Venegas, RCS Director
Telephone: (818) 898-1290
email: jvenegas@sfcity.org

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving Party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non- business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

Non-Exclusive License Agreement Special Olympics Southern California

10. ATTORNEYS' FEES. In the event that legal action is necessary to enforce the provisions of this Agreement, the Parties agree that the prevailing Party shall be entitled to recover attorney's fees from the opposing Party in any amount determined by the court to be reasonable.

11. MISCELLANEOUS.

11.1 Drafter. Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision thereof or played a greater role in the preparation of subsequent drafts, the CITY and SOSC agree that neither Party shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one Party on the ground that such provision was drafted by the other.

11.2 Severability. The CITY and SOSC agree that the invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11.3 Entire Agreement. The CITY and SOSC agree that this Agreement (together with the documents attached as Exhibits "A"-"E") constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

[SIGNATURE PAGE TO FOLLOW]

Non-Exclusive License Agreement Special Olympics Southern California

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

APPROVED AND ADOPTED this 18 day of March, 2019.

CITY OF SAN FERNANDO:

**SPECIAL OLYMPICS SOUTHERN
CALIFORNIA:**

Nick Kimball
City Manager

By: _____

ATTEST:

Elena G. Chavez
City Clerk

APPROVED AS TO FORM:

Richard Padilla
Assistant City Attorney

Non-Exclusive License Agreement Special Olympics Southern California

EXHIBIT “A”**Usage Hours of Operation****Las Palmas Park** From _____ to _____

Facility	Date (s)	Time	Description/Notes
Baseball Field			
Green Space			
Gym (Indoor Facility)			
Key Events			• Event gathers high volume of participant. A Special Event Application is required and due 45 days prior to event.

Recreation Park From _____ to _____

Facility	Date (s)	Time	Description/Notes
Baseball Field			
Green Space			
Gym (Indoor Facility)			
Key Events			• Event gathers high volume of participant. A Special Event Application is required and due 45 days prior to event.

Pioneer Park From _____ to _____

Facility	Date (s)	Time	Description/Notes
Baseball Field			
Green Space			
Tennis Court			
Key Events			• Event gathers high volume of participant. A Special Event Application is required and due 45 days prior to event.

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EXHIBIT "B"**RENTAL AND USAGE TERMS**

1. SOSC agrees that, to the best of his/her knowledge, the Facilities which are the subject of this Agreement states not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.
2. This Agreement covers only the activities and use of the Facilities at the expressly identified in this Agreement and associated Exhibits. Any additional activities and/or hours shall require submission of appropriate application and approval from the CITY.
3. The use and/or advertising of drugs, alcohol or tobacco products are NOT ALLOWED AT ANY TIME on or in the Facilities or any other CITY-owned property. NO SMOKING is allowed on or in the Facilities or any other CITY-owned property. Betting and/or other forms of gambling also are strictly prohibited on or in the Facilities or any other CITY-owned property at all times.
4. Responsible adults (21 years or older) must be present AT ALL TIMES when a group of minors are using the Facilities.
5. SOSC shall have a copy of this Agreement available on site at all times.
6. Persons setting up and cleaning up an SOSC event shall arrive no earlier and leave no later than the set time established in the application. A penalty charge will be assessed if arrival is earlier or if departure is later than set time.
7. Persons in attendance shall restrict their activities to those Facilities, or portions thereof, their application entitles them. Failure to comply may result in the termination of the event.
8. There will be no storage provided. Items/articles CAN NOT BE LEFT PRIOR to the event or AFTER the event (e.g. food, decorations, etc.). The CITY is not responsible for any personal items/articles lost, stolen, or misplaced.
9. Upon the conclusion of the event, the agent and/or the organization must leave the Facilities in the same condition as found. Such condition to be determined by an authorized representative. Failure to comply will result in a damage/cleaning Fee of \$250.00, and a Staff Fee of \$17.00 an hour exceeding the contractual time.
10. SOSC and/or their representatives shall maintain a civil attitude, mutual respect and team cooperation at all times. Failure to do so may result in revocation of permit.
11. SOSC and/or their representatives shall promptly report any deficiencies of the Facilities or service requests to the Recreation and Community Services Department at (818) 898-1290.
12. SOSC and/or their representatives shall arrive with sufficient amount of time to inspect the Facilities and allow for repairs.

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13. SOSC and/or their representatives shall be responsible for performing minor repairs such as: dragging of the field, filling small divots and dust mopping gym floor. The CITY shall provide cleaning materials and secure means for storage on site.
14. Any repair inquiries must be placed to the Recreation and Community Services main office no later than 1:00 p.m. and will be forwarded to the CITY's Public Works Department that same day. The following is the contact information for the main office:
Phone: (818) 898-1290
Hours: Monday - Thursday: 9:00 a.m. to 1:00 p.m. and 3:00 p.m. to 6:00 p.m.
Friday: 9:00 a.m. to 12:00 p.m.
15. Any repair inquiries placed after 1:00 p.m. will be addressed the following business day. Response time will vary depending on the situation. For urgent maintenance issues, such as power outages and sewage overflow, contact the front office at (818) 898-1290. For emergencies dial 9-1-1.

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EXHIBIT “C”**Banner Program and Advertising Guidelines**

- 1. BANNER PROGRAM GUIDELINES.** Subject to the terms and conditions set forth in this Agreement, SOSC shall be permitted to operate a banner program that will include managing the sales, ordering (if necessary), installation, maintenance, removal and disposal of banners in specified locations in baseball fields or on Facilities (the “banner advertising program”), as more particularly described below.
 - 1.1. Except as otherwise authorized by the CITY in writing, SOSC shall, at its sole cost and expense, furnish all materials and equipment, excluding the CITY park equipment, that may be required for Banner Program under to this Agreement.
 - 1.2. This term of the Banner Program shall be from the Commencement Date through the Effective Date, unless extended or sooner terminated as provided herein.
 - 1.3. SOSC shall make all documents, invoices and other records maintained by SOSC in connection with this Agreement available to the CITY for review and audit upon twenty-four (24) advance notice. The CITY may conduct such review and audit at any time during SOSC’s regular working hours.
 - 1.4. The CITY shall provide SOSC with all pertinent data, documents and other requested information as is reasonably available for the proper performance of SOSC’s services.
 - 1.5. At completion of the season, SOSC shall provide the CITY a summary report of revenues generated from the Banner Program.
 - 1.6. In the event any claim or action is brought against the CITY relating to SOSC’s performance in connection with this Agreement, SOSC shall render any reasonable assistance that the CITY may require.
 - 1.7. SOSC shall remove and dispose of all banner advertisements, excluding SOSC’s banner advertisements, placed in baseball fields or on the Facilities within ten (10) calendar days of the effective date of termination.
- 2. ADVERTISING GUIDELINES.** The CITY declares that the advertising locations in the specified locations in the baseball fields or on field facilities located in the Facilities are nonpublic forums. All banner advertisements shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.
 - 2.1 Unacceptable Advertising. SOSC shall not accept and/or display advertisements:
 - A. That involve tobacco or tobacco related products;
 - B. That involve alcohol or alcohol related products;
 - C. That involve unlawful or illegal goods (including drugs), services or activities;

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- D. That involve “junk food” products (for purposes of these guidelines “junk food” means food that is high in calories, fat and/or salt and with low nutritional values);
 - E. That relate to an adult business (for purposes of these guidelines “adult business” shall have the meaning set forth in Section 106-1022 of Division 2 of Article VI or Chapter 106 of the San Fernando City Code);
 - F. That relate to political campaigns or political issues;
 - G. That relate to religious issues;
 - H. That imply endorsement of any goods, services, or activities by or on the part of the CITY; or
 - I. That infringe on any copyright, trade or service mark, title or slogan.
- 2.2 Violation of Advertising. SOSC shall promptly remove advertisements that are in violation of this Agreement within twenty-four (24) hours upon a verbal or written request by the CITY.
- 2.3 Advertising Guidelines. The CITY may amend these guidelines at any time with a fifteen (15) calendar day written notice to SOSC.
- 3. ADVERTISING SPACE.** SOSC shall be responsible for the installation, removal and off-site disposal of banner advertisements. The CITY reserves the right to approve all materials, dimensions and locations of banner advertising to be placed in the locations identified in Section 2.1 below.

3.1 Banner Advertisement Placement. SOSC may install banner advertisements in the following locations:

Parks	Baseball Field	Location
Pioneer Park	1, 2	outfield fences, dugouts, backstops
Recreation Park	1	outfield fences, dugouts, backstops
Las Palmas Park	1, 2,3,4	outfield fences, dugouts, backstops

3.2 SOSC, at no cost to the CITY, shall provide additional hardware as needed to prepare the locations identified above for the installation of banner advertisements. All additional hardware, once installed, shall become the CITY’s property and shall not be removed by SOSC, unless requested by the CITY. SOSC shall provide the City Representative with photographic record of installed banner advertisements within three (3) business days of installation.

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3.3 Banner Advertisement Dimensions. Excluding the CITY's banner advertisements, all banner advertisements shall meet the following dimension requirements:

Parks	Location	Maximum Dimensions
Pioneer Recreation Las Palmas	Outfield fences	12ft x 3.5ft
	Dugouts	12ft x 3.5ft
	Bleachers	12ft x 3.5ft
	Tennis court	12ft x 3.5ft

4. **CITY USE OF BANNER ADVERTISEMENT LOCATIONS.** The CITY may advertise or promote CITY programs and events at one (1) or more of the advertising locations identified above at no cost to the CITY. The CITY shall provide SOSC with a minimum fifteen (15) day advance notice, specifying the program or event and the dates for posting, prior to the installation date of the CITY's banner advertisement.
5. **BANNER ADVERTISING MATERIALS.** All banner advertising materials shall be of the highest industry standards. All banner advertisements shall be affixed using short-term removable material.
6. **CHANGE OF BANNER ADVERTISEMENT.** The change out of banner advertisements is SOSC's sole responsibility and shall be performed Mondays through Sunday (when fields are not in use) during the hours of 8 a.m. and 6:00 p.m.
7. **BANNER ADVERTISEMENT MAINTENANCE.** SOSC shall maintain banner advertisements in a clean condition free from dirt or residue.
8. **DAMAGE TO BANNER ADVERTISEMENTS.** The CITY assumes no liability for damages to banner advertisements as a result of causes beyond the control, and without the fault or negligence of the CITY. SOSC shall advise advertisers that vinyl banner advertisements have a limited life span due to sun fading, possible wind damage or vandalism. If a damaged banner advertisement needs to be removed, the CITY shall make its best effort to notify SOSC via written notice within twenty-four (24) hours of the CITY's notice of the damaged banner advertisement.

8.1 SOSC shall remove a banner advertisement, or portion thereof, that is placed improperly or that becomes cracked, peeled, or damaged, regardless of the cause thereof, at no cost to the CITY, within three (3) business days after the date of the CITY's written notice sent either by mail or facsimile to SOSC.

8.2 If the deficiencies are not corrected within three (3) business days from the date of the CITY's written notice, the CITY may remove the material and bill SOSC accordingly for labor. The CITY shall charge SOSC the standard hourly wage for a CITY Maintenance Worker to remove the material. SOSC shall remit payment to the CITY within thirty (30) business days of receipt of the CITY's invoice.

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8.3 If SOSC fails to timely submit payment, the CITY may terminate this Agreement for breach and/or pursue other legal or equitable remedies.

9. **GRAFFITI.** In the event that any banner advertisement is damaged due to graffiti or vandalism, the CITY shall provide a verbal or written notice to SOSC and request SOSC's replacement of the advertisement at no cost to the CITY. SOSC shall promptly remove the advertisement within twenty-four (24) hours of receipt of the CITY's written request. SOSC, where appropriate, shall require advertisers to apply anti-graffiti coatings on banner advertisements.
10. **REMOVAL OF DATED MATERIALS.** SOSC shall apply an expiration date to the advertising terms for all banner advertisements with dated content. SOSC shall remove all dated materials within ten (10) calendar days of the expiration of an advertising term.

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EXHIBIT “D”**Maintenance Schedule**

The CITY shall ensure that Facilities are properly maintained daily as set forth in this Maintenance Schedule.

Activity Description	Performed	Notes
Inspect fields/dugouts/etc.	2x per year (pre, mid-season)	To be conducted with city and SOSC’s representatives.
Maintenance and repair of field secured equipment (fences, base anchors)	1x per year (extensive) As needed throughout the season.	Any inquiries regarding maintenance/repairs - please refer to Exhibit “B.” Note: all inquiries will be reviewed by staff and prioritized based on urgency, safety, and budgetary restraints.
Aerate fields (infield & outfields)	1x per year (post season)	
Diamond dragging/leveling	(pre-season)	Yearly
Mowing	During season: 1 x week Playoffs/tournaments: 2x week	
Edging (infields)	As needed	
Herbicide – broadgrass/crapgrass	1-2 times/year	
Irrigation times and maintenance.	As needed	
Seeding and/or sod cut	1x/year (pre/post season)	Requires 12-16 weeks to mature (Mid October-Mid January)
Compost (infields)	1x/year (pre-season)	
50/50 (infields)	1x/year (pre-season)	
Top dress (infields)	1x/year (pre-season)	
Verti-cut/Dethatch/Scalp	1x/year (post-season)	

SOSC shall maintain the Facilities clean while in use, and upon the conclusion of the event, practice or game SOSC must leave the Facilities in the same condition as found.

Non-Exclusive License Agreement Special Olympics Southern California

EXHIBIT “E”**Liability Sample****City of San Fernando****Release, Waiver of Liability, Assumption of Risk and
Hold Harmless Indemnification Agreement
(Please Read Carefully Before Signing)**

In consideration my participation with Special Olympics Southern California (“SOSC”), I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the City of San Fernando as a result of my participation in SOSC. This release is intended to discharge the City of San Fernando, its officers, officials, employees, and volunteers from and against any and all liability arising out of or connected in any way with my participation in SOSC, even though that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above. I further understand that accidents and injuries can arise out of participation with SOSC; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to indemnify and holds harmless all of the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me, or my heirs or assigns, for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

Participant's Signature

Date

Participant's Printed Name**FOR MINORS (UNDER 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this RELEASE, WAIVER OF

LIABILITY, ASSUMPTION OF THE RISK AND HOLD HARMLESS INDEMNIFICATION AGREEMENT and do consent and agree to all of its provisions.

Parent/Legal Guardians Signature

Date

Parent/Legal Guardians Printed Name

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Yazdan T. Emrani, Director of Public Works/ City Engineer

Date: March 18, 2019

Subject: Consideration to Award a Contract for Glenoaks Boulevard and Harding Avenue Sewer and Water Improvements Project, Job No. 7608, Plan No. P-730

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve plans and specifications (Attachment "A") Glenoaks Boulevard and Harding Avenue Sewer and Water Improvements Project, Job No. 7608, Plan No. P-730;
- b. Accept the lowest responsive bid in the amount of \$1,092,496 from GRBCON, Inc., for construction of these improvements;
- c. Authorize the City Manager to execute a Construction Contract with GRBCON, Inc., (Attachment "B" - Contract No. 1909) for an amount \$1,092,496;
- d. Establish an amount of 20% of the contract amount (\$218,500), as a contingency, to cover the cost of unforeseen construction expenses.

BACKGROUND:

1. As part of the City's Fiscal Year (FY) 2018-2019 Water and Sewer Capital Improvement Budget, the City Council approved water and sewer main replacement on Glenoaks Boulevard, which involves the installation of sewer and water lines, replacing manholes, laterals, sewer bypass, CCTV camera inspection, water services and meters, sewer tap, and miscellaneous concrete work.
2. In an effort to construct the project with a minimal impact to the community, the City bid out the project with the option of either installing a new sewer main via open trench (Schedule "A"), pipe bursting (Schedule "B"), or any combination of those methods.

Consideration to Award a Contract for Glenoaks Boulevard and Harding Avenue Sewer and Water Improvements Project, Job No. 7608, Plan No. P-730

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ANALYSIS:

On February 26, 2019, at 11:00 a.m., the City Clerk received and opened five bids for construction of these improvements. Staff analyzed all bids and determined the bid from GRBCON, Inc. to be the lowest responsive bid. The table below summarizes the bids received for project construction:

RANK	BIDDER	BID AMOUNT (Schedule "A" + "B")
1	GRBCON, Inc.	\$1,595,778.00
2	VASILJ Inc.	\$1,622,169.00
3	Teichert Pipelines Inc.	\$1,853,280.00
4	Ramona Inc.	\$1,853,346.00
5	Blois Construction Inc.	\$2,782,115.00

After bid opening, staff analyzed the bids and recommends awarding the contract to the lowest responsive and responsible bidder, GRBCON Inc., with the Schedule "A" construction method. It was determined that the Schedule "A" (open trenching) method is the best option for the community as it is less noisy than the Schedule "B" (pipe bursting) method and will cause the least disruption.

GRBCON, Inc. has successfully completed similar projects in the Cities of Pasadena, Norwalk, Culver City, and Los Angeles Department of Water and Power.

Timeline.

If the construction contract is awarded by the City Council, staff will work to complete this project according to the following schedule:

- March 18, 2019
City Council Award of Contract
- April 2019 – August 2019
Tentative Construction Schedule

As indicated in the project bid specifications, the contractor has 60 working days to complete the project.

Consideration to Award a Contract for Glenoaks Boulevard and Harding Avenue Sewer and Water Improvements Project, Job No. 7608, Plan No. P-730

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BUDGET IMPACT:

The total estimated cost for the Schedule "A" method for the Glenoaks Boulevard Sewer and Water Improvements is \$1,330,996. Of this amount, \$1,310,996 is for construction and contingency with the \$20,000 balance designated for project inspections. Funds in the amount of \$250,000 were allocated within the FY 2018-2019 approved budget for both water and sewer repairs along Glenoaks Boulevard.

Expenditure account (070-385-6673-4600) has adequate funds to cover the water repair aspect of this project. However, the sewer repair cost is more extensive than originally planned, therefore, staff is proposing a budget transfer of \$860,646 from the general sewer improvement account typically used for emergency/unplanned sewer line replacements (072-365-0000-5600) to the Glenoaks Sewer Replacement Project (072-365-6673-4600) to cover the shortfall. Since the funds are already allocated and there is no overall increase in sewer line replacement capital improvements, a budget amendment is not necessary.

The following table summarizes the status of the project funding and proposed expenditures:

PROJECT FUNDING	
Sewer Fund	\$1,082,246
Water Fund	\$248,750
Total Project Funds	\$1,330,996
PROPOSED EXPENDITURES	
Inspection	\$20,000
Construction	\$1,092,496
Contingency (20%)	\$218,500
Total Proposed Expenditures	\$1,330,996

CONCLUSION:

It is requested that the City Council award a Construction Contract to complete sewer and water improvements in the community.

Consideration to Award a Contract for Glenoaks Boulevard and Harding Avenue Sewer and Water Improvements Project, Job No. 7608, Plan No. P-730

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ATTACHMENTS:

- A. Plans and Specifications
- B. Contract No. 1909

CITY OF SAN FERNANDO, CA



CONTRACT DOCUMENTS FOR GLENOAKS BOULEVARD STREET SEWER AND WATER IMPROVEMENT PROJECT Job No. 7608, Plan No. P-730

Prepared by:



13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CALIFORNIA 91746-3443
(562) 908-6200

Under the Supervision of:



A handwritten signature in black ink, appearing to read "Ray A. Wellington".

Ray A. Wellington, PE

RCE 25131

Date: 12/19/18



Approved By:

A handwritten signature in blue ink, appearing to read "Yazdan Emrani".

Yazdan Emrani, P.E., Director of Public Works/City Engineer

RCE 61184

Date: 12/20/18

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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 Thursday, January 31, 2019**, and said bids will be publicly opened and declared for performing work on the following project:

GLENOAKS BOULEVARD STREET SEWER AND WATER IMPROVEMENT PROJECT JOB NO. 7608, PLAN NO. P-730

The project consists of the installation of sewer line and water lines. The work also includes manholes, laterals, sewer bypass, CCTV camera inspection, water service & meter, sewer tap, and miscellaneous PCC Concrete and other 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.

The contract time for the project is **sixty (60) working days**.

A pre-bid meeting is scheduled for **11:00 AM on January 24, 2019 at 120 Macneil Street, San Fernando, CA 91340, PW Ops Room**. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. **Bidders' attendance at this meeting is not mandatory.**

PREVAILING WAGE REQUIREMENTS: Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S. Department of Labor website: <http://www.wdol.gov/wdol/scafiles/davisbacon/ca33.dvb> but are not printed in the Specifications. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging, bidder collusion, or other fraudulent activities. The hotline is available Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424-9071. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

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 shall apply. No employee, officer, or agent of the sub-recipient shall

participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

This project is subject to the requirements of the Cargo Preference Act, as described in the Specifications.

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 1/2 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 1/2 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.

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 chartered 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 Patsy Orozco, Civil Engineering Assistant II, via e-mail at PAOrozco2@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 Thursday, January 24, 2019 by 4:00 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: 12/20/2018

By: Yazdan Emrani, P.E.
Director of Public Works/City Engineer

Sun
12/28/18
1/3/2019
1/17/2019

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:

P-1	Contractor's Proposal
P-2&3	Bid Schedule
P-4	Bidder's Bond
P-5	Contractor Information
P-6	List of References
P-7	List of Subcontractors
P-8	Minority, Women, Small Business Enterprise Form
P-9	Certificate of Secretary of Adoption of Resolution
P-10	List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
P-11	Non-Collusion Affidavit

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:

**GLENOAKS BOULEVARD SEWER AND WATER
IMPROVEMENT PROJECT
Job No. 7608, Plan No. P-730**

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 **sixty (60)** 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**GLENOAKS BOULEVARD SEWER AND WATER
IMPROVEMENT PROJECT****Job No. 7608, Plan No. P-730****BID SCHEDULE "A"**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Provide Construction Survey	LS	1	\$	\$
2	Re-establish Survey Monuments	EA	3	\$	\$
3	Construct 15" HDPE Sewer (Pipe Burst) Sta 10+00 to Sta 19+65 Glenoaks Blvd	LF	965	\$	\$
4	Construct 15" HDPE Sewer (Pipe Burst) Sta 19+65 to Sta 22+64 Glenoaks Blvd	LF	298	\$	\$
5	Remove & Construct 15" VCP Sewer (Open Trench) Sta 22+64 to Sta 23+14 Glenoaks Blvd	LF	50	\$	\$
6	Construct 18" HDPE Sewer (Pipe Burst) Sta 10+00 to Sta 13+46 Harding Ave	LF	346	\$	\$
7	Remove & Construct 18" VCP Sewer (Open Trench) Sta 13+46 to Sta 13+58 Harding Ave	LF	13	\$	\$
8	Construct 15" HDPE Sewer (Pipe Burst) Sta 13+58 to Sta 23+10 Harding Ave	LF	952	\$	\$
9	Construct Precast Concrete Manhole per SPPWC Std Plan 200-3	EA	1	\$	\$
10	Reconnect Sewer lateral per SPPWC Std Plan 222-2 (Pit Required)	EA	40	\$	\$
11	Modify MH base and seal pipe joins, conform to SPPWC Std Plan 208-2	EA	10	\$	\$
12	Perform CCTV inspection (final)	LF	2,624	\$	\$
13	Install Sewer Bypass system	LS	1	\$	\$
14	Repair Broken Sewer Tap	LS	1	\$	\$
15	Install 1" Water Service & City Furnished Meter per City Standard Plate No. 19	EA	2	\$	\$
16	Install 3/4" Water Service & City Furnished Meter per City Standard Plate No. 19	EA	1	\$	\$
17	Provide Traffic Control Plan and Traffic Control (3% max of the total bid amount).	LS	1	\$	\$
BID SCHEDULE "A" TOTAL					\$

BID SCHEDULE "B" – ADDITIVE ALTERNATIVE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
4A	Construct 15" VCP Sewer (Open trench) Sta 19+65 Sta 22+64 Glenoaks Blvd	LF	298	\$	\$
6A	Construct 18" VCP Sewer (Open Trench) Sta 10+00 to Sta 13+46 Harding Ave	LF	346	\$	\$
8A	Construct 15" VCP Sewer (Open trench) Sta 13+58 to Sta 23+10 Harding Ave	LF	952	\$	\$
BID SCHEDULE "B" TOTAL					\$

Bid Schedule Total (Schedule "A"+"B")\$_____

For the purposes of determining the lowest responsible bidder, the Bid Schedule Total of Schedule "A" and "B" combined shall be considered. The City reserves the right to delete Schedule B at the time of contract award. If the City chooses to delete Schedule B, no bid price adjustment to Bid Schedule A will be allowed.

For Bid Items 4, 6, 8 and their alternative Bid Items 4A, 6A, and 8A, the City reserves the right to award any of these bid items in any combination between Schedule A and Schedule B and no price adjustment to bid items will be allowed.

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
_____, 2019.

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 4108, 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 _____, 2019 (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 _____, 2019.

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

**GLENOAKS BOULEVARD SEWER AND WATER
IMPROVEMENT PROJECT
Job No. 7608, Plan No. P730**

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and
says that he is _____
(Sole owner, partner, president, secretary, etc.)

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 _____

STATE OF CALIFORNIA)
) SS
COUNTY OF)

Name (Print/Type)

Title _____

On _____, 2019 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



CONSTRUCTION CONTRACT/AGREEMENT

Name of Contractor: _____
 Glenoaks Boulevard Sewer and Water Improvement Project
 Job No. 7608, Plan No. P-730

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, 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 **Glenoaks Boulevard Sewer and Water Improvement Project, Project No. 7608, Plan No. P-730**, 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: **Glenoaks Boulevard Sewer and Water Improvement Project, Project No. 7608, Plan No. P-730** (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 **sixty (60)** working days from the date the Notice to Proceed is issued.

CONSTRUCTION CONTRACT/AGREEMENT**Glenoaks Boulevard Sewer and Water Improvement Project, Job No. 7608, Plan No. P-730**

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: **One thousand six hundred Dollars (\$1,600.00)** 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.

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

CONSTRUCTION CONTRACT/AGREEMENT**Glenoaks Boulevard Sewer and Water Improvement Project, Job No. 7608, Plan No. P-730**

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

CONSTRUCTION CONTRACT/AGREEMENT**Glenoaks Boulevard Sewer and Water Improvement Project, Job No. 7608, Plan No. P-730**

BY _____

Title

BY _____

TitleCITY OF SAN FERNANDO
A Municipal Corporation_____
ALEXANDER P. MEYERHOFF
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 _____, 2019, 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)

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 _____, 2019, 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)

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 _____, 2019, entered into a contract with Owner for Glenoaks Boulevard Sewer and Water Improvement Project, Job No. 7608, Plan No. P-730 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 its 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 _____, 2019, 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)

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

PART I

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, UNITS OF MEASURE, AND SYMBOLS

Subsection 1-2 Terms and Definitions

Add the following to the provisions of Subsection 1-2, "Terms and 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 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.

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.

2-9.5 Measurement and Payment. The following section is hereby added:

Unless otherwise specified, 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 the Board and the Engineer

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

3-3.2.3 Markup.**3-3.2.3.1 Work by Contractor.**

Replace the entire paragraph 3-3.2.3.1 Work by Contractor, with the following:

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead, insurance of any type and profits on extra work performed by the Contractor:

(1) Labor	15%
(2) Materials.....	10%
(3) Equipment Rental	10%
(4) Other Items and Expenditures	10%

To the sum of the costs and markups provided for this subsection, one percent shall be added as compensation for bonding. For all negotiated Change Orders the allowance for overhead and profit shall include full compensation for superintendence, insurance premiums, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for in this Article.

3-3.2.3.2 Work by Subcontractor.

Delete the entire subsection 3-3.3.3.2 Work by Subcontractor and replace with the following:

When a subcontractor performs all or any part of the extra work, the markup established in subsection 3-3.2.3.1 shall be applied to the subcontractor's actual cost of such work, and shall constitute its only payment for all overhead, insurance of any type and profits. The Contractor shall receive an additional markup, not to exceed five (5) percent, for all its overhead, insurance of any type and profit on the "extra work" performed by the Subcontractor.

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 attorney's 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 | 818-365-3128 |
| 2. | Edison Company | 800-611-1911 |
| 3. | Southern California Gas Company | 818-701-3342 |
| 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 | 818-700-6100 |

8. Pacific Pipeline Co.
9. Frontier

800-987-4737
818-365-3128

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

Subsection 6-1 Construction Schedule and Commencement of the Work

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

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 4 p.m.

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.

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 | ▶ Labor Day |
| ▶ Martin Luther King Day | ▶ Veterans Day |
| ▶ Washington's Birthday | ▶ Thanksgiving Day |
| ▶ Cesar Chavez's Birthday | ▶ Day after Thanksgiving |
| ▶ Memorial Day | ▶ Christmas |
| ▶ Independence Day | |

Subsection 6-8 Completion, Acceptance and Warranty

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

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 One Thousand Six Hundred (\$1,600.00) 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 Contractor, 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 CONTRACTORSubsection 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 Prevailing Wages

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

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 Insurance

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

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 General

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 Safety

7-10.1 Traffic and Access. Subsection 7-10.1 is hereby added to Subsection 7-10. The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer.

At least one 12-foot wide traffic lane shall be provided for each direction of travel on all streets at all times, except as permitted by the Engineer. The traffic lanes shall be maintained on pavement and shall remain unobstructed.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One 4-foot wide paved pedestrian walkway shall be maintained in the parkway area on one side of each street.

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

7-10.2 Street Closures, Detours, Barricades. Subsection 7-10.2 is hereby added to Subsection 7-10 Street closures will not be allowed, except as specifically permitted by the Engineer.

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 shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

Lane transitions shall conform to the California MUTCD latest edition, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by AGENCY forces shall be back charged to

the Contractor based on the actual costs, plus AGENCY overhead and withheld from the final payment.

At least 7-working days prior to commencing work, the Contractor shall submit his final construction schedule to the Engineer for approval. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected.

A STREET SHALL NOT BE SCHEDULED FOR SURFACING ON TRASH PICKUP DAY.

All work shall be scheduled so that all areas are open to traffic between 4p.m. and 7a.m. the following day.

Traffic shall be directed through the project with warning signs, cones and flag persons in a manner that provides maximum safety for traffic and the workers, and the least interruption of the work.

7-10.6 Protection of the Public. Subsection 7-10.6 is hereby added to Subsection 7-10 of the Standard Specifications as follows:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life, or loss of property which would result from interruption or contamination of public water supply, from interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 76 meters (250 feet) apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and

furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for all the provisions under Section 7-10 Safety shall be included in the lump sum price bid for traffic control and no separate payment will be allowed thereof.

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.

TECHNICAL PROVISIONS
PART 2
CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS

200-2.1 General. Untreated base shall be crushed miscellaneous base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements. The minimum R-value requirement will not be waived.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General. The same brand type, source of cement, and aggregate shall be used for all portland cement concrete.

201-1.1.2 Concrete Specified by Class and Alternate Class. Concrete used for sewer manholes shall be Class 560-C-3250.

Fly ash shall not be used.

201-4.1.1 General. Concrete curing compound shall be Type 2 for all underground structures.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General. Asphalt concrete material used for remove and replace repairs within the roadway shall be Class and Grade C2-PG 64-10.

203-6.4 Asphalt Concrete Mixtures

203-6.4.1 General. Acceptance as used in this Subsection 203-6.4 shall mean acceptance of material after spreading only. Acceptance of material in production shall be subject to all quality requirements based on sampling and testing as specified.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-2.5 Standard Manhole Step. Subsection 206-2.5 is hereby added to Section 206.

Manhole steps shall be constructed as specified in the Los Angeles County Department of Public Works Standard Plan No. 2015-1.

206-3.3.2 Manhole Frame and Cover Sets. Sewer manhole frame and cover sets shall be constructed as specified in the SPPWC Standard Drawing No. 210-2.

Sewer manhole frame and cover shall be the "locking type" as manufactured by Alhambra Foundry Company, NEEMA Foundry, or equal. All requirements of the specifications will be subject to sampling and testing per Section 4 of the Standard Specifications.

SECTION 207 - PIPE

207-8 Vitrified Clay Pipe (VCP)

207-8.1 General. All vitrified clay pipe and fittings shall be the type designated as "extra strength."

207-8.2.1 General. The words "extra strength" or the symbol "E'S" shall be clearly marked on all pipe and fittings to identify the class of pipe.

207-17 PVC Plastic Pipe. Section 207-17.1 General is modified as follows:

Polyvinyl chloride plastic pipe shall meet the applicable requirements of ASTM D1784, D2241, D3034 and F679. It shall also be of sufficient dimensional relationship to minimize elongation while remaining flexible during proper handling and installation without kinking, splitting, rupture or breaking while being pulled into the insertion or access pit and through the burst host pipe annulus behind the bursting head. The minimum wall thickness of the pipe shall meet minimum DR 18 criteria. All piping shall conform to cell classification 12454 per ASTM D1784 and have an inner wall of light color. The pipe shall be homogeneous throughout and shall be free of visible cracks, holes, blisters, foreign material, or other deleterious faults.

207-17.3 Joining Systems. Section 207-17.3 is replaced with the following:

All new PVC replacement pipe shall be assembled and joined at the project site using the butt-fusion method to provide a strong leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures shall be used in strict compliance with the manufacturer's specifications and recommendations.

207-25 HDPE High Density Polyethylene Pipe. Subsection 207.25 is hereby added to Section 207.

Polyethylene plastic pipe shall be high-density polyethylene pipe conforming to the applicable requirements of ASTM F714 Polyethylene (PE) Plastic Pipe (SDR-

PR) based upon 'iron pipe' diameter or AWWA C906, ASTM D1248 and ASTM D3350. It shall also be of sufficient dimensional relationship to minimize elongation while remaining flexible during proper handling and installation without kinking, splitting, rupture or breaking while being pulled into the insertion or access pit and through the burst host pipe annulus behind the bursting head. The minimum wall thickness of the pipe shall meet minimum 17 SDR of pipe. All piping shall conform to minimum cell classification of 345434 D or E (inner wall of light color). The pipe shall be homogeneous throughout and shall be free of visible cracks, holes, blisters, foreign material, or other deleterious faults.

207-25.3 Joining Systems. Section 207-25.3 is hereby added to Section 207.

All new HDPE replacement pipe shall be assembled and joined at the project site using the butt-fusion method to provide a strong leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures shall be used in strict compliance with the manufacturer's specifications and recommendations.

TECHNICAL PROVISIONS

PART 3

CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

The last paragraph of Subsection 300-1.1 is hereby deleted and replaced with the following:

Tree branches which hang within 13.5 feet above finished roadway grade or within 9 feet above finished sidewalk or parkway grade shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All pruning shall be done under the supervision of an ISA Certified Arborist in the City's employ.

The following is hereby added to Subsection 300-1.1:

All the root pruning required to place or replace walks, curbs, curbs and gutters, or other permanent facilities shall be limited to the minimum amount necessary to set forms.

All roots two (2) inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within a five (5) foot diameter of the tree trunk measured at 4 feet, 9 inches above grade without the express written permission of the AGENCY. Any such root removed without the AGENCY's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Engineer, the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3-inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist in the Contractor's employ.

300-1.3 Removal and Disposal of Materials

300-1.3.2 Requirements. The text of Subsection 300-1.3.2(a), (b) and (c) of the Standard Specifications is hereby deleted.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General. Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps.

300-2.1.1 Requirements. Subsection 300-2.1.1 is hereby added to Section 300 of the Standard Specifications as follows:

1. Bituminous Pavement. Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

2. Concrete Curb, Walk, Gutter, Cross Gutters, Driveways, and Access Ramps. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½-inches. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

300-2.7 Selected Material. The text of Subsection 300-2.7 of the Standard Specifications is hereby deleted and replaced with the following:

Selected materials encountered in the excavations within the project limits that meet the specifications for base material, trench bedding or backfill, topsoil, or other specified materials shall be used as shown on the Plans, in the Specifications, or as directed by the Engineer. Topsoil excavated may be considered only for the purpose of backfilling areas to be planted.

300-2.9 Payment.

The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:

Payment for unclassified excavation performed as part of the work for "remove and construct" bid items, including removal of extra AC thickness shall be paid for as part of the work for that item, and no additional compensation will be allowed.

300-4 UNCLASSIFIED FILL

300-4.9 Measurement and Payment. The text of Subsection 300-4.9 of the Standard Specifications is hereby deleted and replaced with the following:

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in unclassified fill construction shall be considered as included in the price paid for "remove and construct" bid item and shall include full compensation for the cost of all grading, shaping, compacting or consolidating and extra fill, if required, or other work that is required under this subsection. No additional payment will be made for unclassified fill.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIAL, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction. The first paragraph of Subsection 301-1.3 of the Standard Specifications is hereby deleted and replaced with the following:

When pavement is to be placed directly on subgrade material or when base or subbase material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches of such subgrade material shall be compacted to a relative compaction of 90 percent.

SECTION 302 - ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General. The last sentence of Subsection 302-5.1 of the Standard Specifications is hereby deleted and replaced with the following:

Cracks, joints, and holes to be filled shall be cleaned after cold milling.

AC for AC pavement repairs and for PCC pavement repairs shall be placed the same day as removals are performed.

302-5.4 ASPHALT TACK COAT

Asphalt tack coat material shall be Thermoplastic Polymer Modified HPS No Track Tack (No Track Tack) by Paramount Petroleum, or an approved equal.

This item shall consist of full coverage of No Track Tack to be applied as tack coat between all contact surfaces for overlay and patch repairs. The Material is to be applied at 325 to 425 degrees F with a distributor truck at typical application rates of 0.08 to 0.15 gal/square yard. The exact application rate will be determined by surface conditions at time of application.

The Thermoplastic Polymer Modified HPS No Track Tack shall meet the following criteria:

Test	Method	Typical Properties	Specification
Digested whole tire rubber		2	1-3
Softening Point Degree F	D36	165	160 Min
Penetration @ 77 Deg. F 100g, 5 sec, Dmm	D-5	16	10 Min
Brookfield Viscosity @ 275 Deg. F cPs*	D4402	975	3000 Max
Brookfield Viscosity @ 350 Deg. F cPs*	D4402	185	300 Max

*BKF LV II, spdl #21 @ 20 RPM

The tack coat shall be applied to the existing pavement on the areas to receive the ARHM or AC, or slurry where specified. The Engineer shall approve the exact rate and number of applications. Two heavy coats of SS 1h shall be applied to vertical joints for patching. All contact surfaces with new asphalt shall be painted tack coat immediately before the asphalt concrete is placed.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard specifications and these special Provisions. Thermoplastic

Polymer Modified No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50 deg. F and rising. NO material shall be applied when rain is imminent.

The Thermoplastic Polymer Modified No Track Tack shall be heated slowly to 325-425 degrees F. At no time shall the product be heated above 450 degrees F. The product shall be applied through a distributor truck equipped with a heating unit and shall maintain tack coat at or above 325 degrees F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Thermoplastic Polymer Modified No Track Tack material within + 0.01 gallons per square yard tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.15 gallons per square yard for all ARHM or AC overlay and slurry seal (where specified) or as otherwise directed by the Engineer. If the pavement temperature reaches over 130 degrees F, the application rate will be reduced to minimum 0.08 gallons per square yard on overlay applications.

Paving asphalt shall not be applied until the preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the asphalt concrete overlay as permitted by the Engineer. The No Track Tack shall not be left exposed overnight.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the asphalt tack coat. Residue of the material shall be removed from concrete surfaces to return the concrete to its original condition unless otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate clean-up. If significant amounts of asphalt tack coat are tracked onto existing adjacent pavements, the contractor shall be required to clean it off to the satisfaction of the City Engineer or provide a slurry seal to restore the pavement at their own expense. This shall apply to the entirety of asphalt haul routes to and from the project sites.

On all vertical joints of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard of HPS No Track Tack uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40° F in the shade. A tack coat shall be applied at the following:

1. Pavement joints;
2. Areas where new pavement meets existing pavements;
3. Areas where lift sections from pavement placed on different days meet;

4. Trenches;
5. Areas where existing striping has been sandblasted; and
6. Raised valves and manhole covers.

302-5.5 Distribution and Spreading. Contractor shall provide 20-foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

The asphalt concrete as delivered shall be deposited directly into the hopper of the spreading and finishing machine. Truck transfer and bottom-dump trucks are not allowed.

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer at a minimum.

302-5.6 Rolling. Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Rubber tire rollers shall be used on any leveling course.

Three rollers shall be provided for installation of AC greater than 200 tons per hour, regardless of thickness.

302-5.7 Joints. Join lines between successive runs shall be within 6 inches of lane lines or center of street or a minimum of 14 feet outside of the outer most lane line or center of street, or 5 to 6 feet from a lane line or center of street and within a lane. The joint pattern for all pavement layers shall be submitted in writing to the Engineer for review and approval 2 weeks in advance of the first lift of pavement to be placed. No exceptions to the specified requirements for joints shall be anticipated, and the Engineer's decision shall be final.

302-5.8 Manholes (and Other Structures). Asphalt-rubber hot mix (ARHM) Class C or D, shall be used as final cap around adjusted manholes.

Manholes shall be constructed or modified in accordance with the L.A. County Engineer standards. Manholes shall be pre-cast concrete per SPPWC Standard Plan No. 200-2.

302-5.9 Measurement and Payment.

Compensation to provide all the equipment to the site and operated as specified, including all rollers specified regardless of rolling pattern elected by Contractor, shall be considered included in the bid item price for AC or ARHM material.

Measurement and Payment for Asphalt Tack Coat shall be considered as included in the contract prices bid for items requiring its use and no additional compensation shall be allowed therefor.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-1 General. Add the following

306-1.1 Trench Excavation

306-1.1.1 General.

Excavations for appurtenant structures, such as but not limited to manholes, transition structures, junction structures, vaults, valve boxes, catch basins, thrust blocks, and boring pits shall, for the purpose of shoring and bracing, be deemed to be in the category of trench excavation.

Excavation shall include the removal of all excess excavated materials and all water and materials of any nature, which interfere with the construction work.

When the actual elevation or position of any existing pipe, conduit, or other underground appurtenances cannot be determined without excavation, the Contractor shall excavate and expose the existing improvement at the location shown on the Plans. The Engineer shall be given the opportunity to inspect the existing improvement when it is exposed. Any adjustments in line or grade, which may be necessary to accomplish the intent of the Plans, shall be made. Such excavation shall be considered as part of the excavation necessary for the work.

Removal and replacement of curb or curb and gutter shall be minimum 8 feet in length and shall span to any existing crack or joint within 8 feet of the minimum length span. If joins between existing and replaced spans are made with a dowel epoxied in place or with an epoxy joint, then the existing adjacent minimum length to crack or joint may be reduced to 3 feet.

306-1.1.2 Maximum Length of Open Trench.

Except by permission of the Engineer, the maximum length of open trench where prefabricated pipe is used shall be the distance necessary to accommodate the amount of pipe installed in a single day.

306-1.1.5 Removal and Replacement of Surface Improvements. Bituminous pavement and other surface improvements removed in connection with construction shall be removed in accordance with Subsection 300-2 of the Standard Specifications and these Special Provisions and reconstructed in accordance with Section 302 or Subsection 303-5 of the Standard Specifications.

306-1.1.6 Bracing Excavations.

(a) General.

Within this section the term 'Department' when referenced means the State of California, Department of Industrial Relations.

The Contractor shall be fully responsible for securing the design and the furnishing and installing, of adequate shoring, fencing and covers to protect all excavations from slides, cave-ins, and the public from hazard conditions. The excavations and shoring's; therefore, shall be such as to protect all existing improvements and utilities from any damage and to be fully compatible with all requirements for traffic and access and the safe performance of the work.

Except as otherwise specified herein below, excavations 5 or more feet in depth shall be shored such that the sides will be supported in accordance with the requirements set forth in LACDPW Standard Plan 3090-1. Where the use of shields are proposed in lieu of shoring, their use shall be in accordance with Standard Plan 3090-1 and shall be subject to restrictions shown thereon. The restrictions on the use of shields, when a utility is in Zone A, as shown on the Standard Plan, may be waived provided that: (1) the Contractor submits written approval from the owner of the utility for his proposed construction method; and (2) the Contractor complies with any support or protection method the utility company requires and submits utility requirements to the Department for enforcement.

Shoring systems and shields shall be designed by a Civil or Structural Engineer registered as such by the State of California. The design shall be based on "Kw" values and soil parameters not less than those specified in the Special Provisions plus a uniform surcharge of at least 72 p.s.f. from the walls of the trench. If these items are not included in the Special Provisions, they shall be determined by the designer of the shoring system. Structural steel design shall be in accordance with the current edition of the AISC Manual for Steel Construction. Timber design shall be in accordance with National Specification for Stress-Grade Lumber and Its Fastenings. Allowable stresses specified in the listed publications may be increased by one-third. The maximum allowable timber flexural stress shall not exceed 2,000 pounds per square inch. This includes the one-third increase.

Unattended excavations shall have public protection measures as shown on LACDPW Standard Plan 6008-1.

Excavations 5 or more feet in depth for catch basin and connector pipe may be shored with a support system designed in accordance with the criteria set forth on LACDPW Standard Plan 3090-1 or with a system that meets the requirements in Paragraph 1541 of the Construction Safety Orders of the State of California, Department of Industrial Relations, except that where aluminum rails or walers are

used for hydraulic shoring, they shall be heavy duty. Use of shields shall be as specified above. If the support system is designed in accordance with LACDPW Standard Plan 3090-1, the plans shall be prepared by a Civil or Structural Engineer, registered as such in the State of California. The design shall be based on "Kw" values not less than those specified in the Special Provisions or, if they are not included in the Special Provisions, they shall be determined by the designer of the shoring system.

Excavations less than 5 feet in depth need not be shored unless they are made at the locations or in the types of soil where hazardous ground movement is encountered, in which case the excavations shall be shored as specified hereinabove.

The criteria given on LACDPW Standard Plan 3090-1 and in the Special Provisions are MINIMAL for the conditions shown thereon. In addition to shoring the excavations as specified above, it shall be the Contractor's responsibility to provide any and all additional shoring required to support loads which may exceed those derived by using the criteria set forth on said plans. It shall also be the Contractor's responsibility to provide adequate shoring for the protection of existing improvements in the vicinity of any excavation. The design and details of the shoring system, as submitted, shall reflect the additional shoring necessary to provide for these loads and the required protection. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring to support the excavations under any and all of the conditions of loading which may exist or which may arise during the construction of the project.

The provisions of this subsection shall not apply to the support of excavations required for tunneling, boring, jacking, or other similar underground excavations. However, shoring for jacking pits or similar open excavations used in connection with such work shall be governed by the requirements included in these provisions. Support of excavations for tunnels shall be in accordance with the Special Provisions and support of excavations for boring, jacking, or other similar underground excavations shall be in accordance with the Tunnel Safety Orders of the State of California, Department of Industrial Relations. Design calculations and details for the excavation support system for tunnels, including pilot tunnels utilized in jacking operations, shall be submitted to the Department for acceptance. Details of the submittal shall be the same as outlined herein below for open cut shoring systems.

Prior to the beginning of work, the Contractor shall designate, in writing, to the Department someone whose responsibility it is to supervise the installation and removal of sheeting, shoring, and bracing.

The Contractor's attention is directed to the provisions of the paragraph entitled "Examination of Site, Plans, and Specifications" in the Instructions to Bidders. The Contractor shall make no claim against the Department for extra compensation for changes in the method of shoring excavations, which may be required because of lack of knowledge of the character of the project work.

Prior to beginning excavations requiring shoring, as specified hereinabove, the Contractor shall prepare and submit to the Department for review details of his proposed shoring system on reproducible drawings and three prints each of data sheets showing the reaches, design criteria, calculations, sketches, sequence of placement and removal, and other data required in order to shore the excavation for the appropriate cases of shoring expected to be used on this project. Drawing and calculations shall bear an original Signature of the Registered Engineer.

Where shields are to be used, the reproducible shield plans shall include a typical cross section of the proposed conduit showing adjacent utilities. If a previously approved shield is to be used, submittal of calculations for the shield are not required if the current calculated load does not exceed the load for which the shield was previously approved. If it is requested that the limitation on the use of shields in the vicinity of existing utilities be waived, the submittal also shall include the written statements from the affected utility companies and reproducible drawings and calculations of the required utility support.

The submitted drawings should be of the same format shown on LACDPW Standard Plan 3091-1. In particular, the sheets shall indicate the methods of sheeting, shoring, and bracing which will be used, applicable reaches, and the installation and removal sequence. The sheets shall also show the positioning of said sheeting, shoring and bracing with respect to the planned location of the proposed structures. Existing improvements, which may be affected by the proposed excavation, shall also be shown. The drawings shall include a statement to the effect that in preparing the shoring details the proposed construction procedures were considered and the details hereon are compatible with these procedures. It is the Contractor's responsibility to submit to the Department all test data and calculations required to substantiate the load supporting ability of special components of shoring systems, such as screw jacks, speed shores, etc.

Drawings and supporting data shall be transmitted by letter to the Department for acceptance at least 21 days before accepted drawings will be required for commencing the work. The initial

submittal shall include the required data for the entire project. Partial submittals will not be processed.

A detailed review of the submitted plans will be performed by the Department. The review will be for the purpose of determining that the following items have been considered and are in accordance with the stated criteria. The items are:

- (1) Soil Loads.
- (2) Surcharge Loads, including effect of existing improvements.
- (3) Method of Analysis.
- (4) Allowable Stresses, including soil stresses where applicable.
- (5) Protection of Existing Improvements.
- (6) Feasibility of Construction.
- (7) Delineation of Criteria.
- (8) Calculations.
- (9) Statement of Applicable Reaches.
- (10) Original Signature of Designer

If the submitted plans are in conformance with the shoring criteria and the project specifications, the Department will sign the submitted drawings. The original will be forwarded by letter to the Contractor.

As construction progresses, should a type of soil be encountered which requires a different method of shoring of greater strength than previously accepted by the Department, or should a situation or condition arise which in the opinion of the Engineer and/or California Division of Occupational Safety and Health requires additional shoring, then the Contractor shall submit for acceptance revised shoring details, and work in the affected excavations shall be discontinued until the revised shoring details have been accepted. The preparation and furnishing of such revised details shall be done as specified above for the Contractor's proposed method of sheeting, shoring and bracing for the project excavations. All of the above-specified provisions concerning submittal by the Contractor, commencement of work on sheeting, shoring and bracing by the Contractor, and action to be taken by the Engineer and the Contractor shall apply in the event a different type of additional sheeting, shoring, and bracing is required beyond that originally contemplated by the Contractor.

Acceptance of the Contractor's submitted plans shall not be construed to invalidate other provisions of these Specifications, which may be affected by the accepted method of shoring such as, but not limited to, the requirements concerning street closures, detours, barricades, and utilities. In this connection, and particularly

where excavation walls are sloped, the Contractor is reminded of his responsibility for maintaining access, for maintaining the number and width of traffic lanes specified, and for performing exploratory excavations for and the protection and maintenance, in place, of existing improvements.

Acceptance of shoring for excavations with either vertical or sloping banks shall not be construed to have altered any pay lines shown on the drawings.

Attention is directed to the trench width, "W," distances on LACDPW Standard Plan 3080-2. The design of the conduit and the shoring is based on this maximum width. If the trench width exceeds the maximum design width, the pipe bedding, pipe D-Load and the shoring shall be redesigned. The Contractor shall be responsible for any additional costs due to the increased trench width.

If excavations are supported employing used materials, such materials shall be free from defects, which may impair their protective function. Used materials, which are damaged or are otherwise defective to the extent that they will not safely perform their intended function, shall not be used in supporting excavations. It shall be solely the Contractor's responsibility to furnish sheeting, shoring, and bracing of such grades and stresses as specified on the submitted drawings.

The limits of the excavation shall be within the right-of-way shown on the contract drawings unless the Contractor obtains permission from the adjacent property owners to extend the excavation into their property. Such permission shall be stated in writing and forwarded to the Department with the shoring plans.

(b)Vertical Shores for Supporting Trench Excavations.

H-beams, piles, or other similar supports for excavation shall be placed in holes drilled to the bottom of the excavation and then driven the remainder of the required depth. Drilled holes shall be filled with jetted sand with a sand equivalent of 30. Where sonic pile hammers or other similar devices are approved by the Engineer, the vertical supports may be driven the entire depth.

In lieu of the above method, vertical support may be placed in holes drilled to the full depth required and backfilled to subgrade. Backfill shall be trench backfill slurry. However, where the in-situ material is granular and free-draining, the backfill may be sand meeting the requirements of 200-1.5. Slurry shall be placed 72 hours prior to excavating and sand shall be flooded 24 hours prior to excavating. Calculations for embedment depth shall be based on beam width, not hole diameter.

When driving the vertical supports, as well as when drilling the holes, the Contractor shall take care to avoid damage to any and all existing improvements and utilities.

At locations where the drilling of such holes is impractical because of the existence of running sand, rocks, or other similar conditions, and provided impracticability is demonstrated to the satisfaction of the Engineer by actual drilling operations by the Contractor, the Department may, upon request of the Contractor, approve, in writing, the use of means other than drilling for the purpose of placing the vertical supports. Such other means, however, must be of a nature, which will accomplish, as nearly as possible, the purpose of drilling, namely, the prevention of damage to existing surface or subsurface improvements, both public and private. Unless otherwise specified, all costs for this work shall be included in the price bid for the Shoring of Excavations pay item.

The above specifications shall not apply to driven sheet piling where such piling is necessary, because of the type of material being excavated, to adequately and safely support the excavation.

Immediately after the drilling for or extraction of a pile, the Contractor shall place a steel cover over the hole which shall be left in place until the pile is inserted or the hole is filled, as applicable. The cover shall be heavy enough to withstand traffic, be anchored to prevent lateral movement, and weigh a minimum of 75 pounds. Drilling or pile extraction will not be permitted until covers are on the site and available for immediate use.

The minimum required depth of penetration below the bottom of the excavation for vertical shores requiring soil pressure for stability shall be determined using soil resistance based on the following equations, the resultant of which shall be applied at a distance X below the bottom of the excavation:

Case No.	Equation	X- Ft.	Min. D- F
1	$F_p = E (D-D_1)^2$	2D/3	D1 + 2'
2	$F_p = A (D)^2$	2D/3	2'
3	$F_p = A (D)^2 + B (D) (D/2) + \{D(0.167) / [1 + (B/AD)]\}$		2'
4	$F_p = A (D-D_1)^2$	2D/3	D1 + 2'

Where

- Fp = Resultant force in pounds per foot of width of vertical shore.
- D = Minimum depth of penetration in feet below the bottom of the excavation.
- D1 = Distance in feet between bottom of excavation and point of zero pressure.
- X = Distance in feet between bottom of excavation and line of action of Fp
- A, B, & E = Soil parameters for continuous abutting vertical shores. (Values may be doubled for single or spaced vertical shores).

Applicable Case No. D1 and soil parameters are to be used in conjunction with LACDPW Standard Drawing No. 3090-1 and are provided in the Special Provisions. In cases where this information was not available at the time of preparation of the Special Provisions, it may be obtained by calling the LACDPW at (626) 458-7810. It should be noted that this type of system is subject to the restriction that the distance from the bottom of the excavation to the lowest strut shall not exceed 15 feet. It should be further noted that this information is not applicable to the design of cantilevered shoring or sheet piling. If soil data is not provided in the Special Provisions, it may be obtained as noted above.

(c)Payment. Payment for shoring of open excavations will be made under the applicable item of work for which shoring is required. Any jacking shall be included in the prices bid for the applicable items. No change will be made in the amount to be paid for the shoring of open excavations as a result of any required revisions in the shoring details.

306-1.2 Installation of Pipe.

306-1.2.1 Bedding. The last two paragraphs of Subsection 306-1.2.1 are hereby deleted and replaced with the following:

The trench bottom shall be graded to provide a smooth, straight, firm and stable foundation at every point throughout the length of the pipe. At each joint in the pipe, the bedding shall be recessed in such manner as to relieve the bell or coupling from all loads and to ensure continuous bearing along the pipe barrel. The recess shall be large enough to allow jointing of the pipe without foreign material entering the pipe. If any trench, through the neglect of the Contractor, is excavated below the grade required by the Plans, Standard Specifications, and/or these Special Provisions, it shall be refilled to grade with additional bedding. The excess excavation and the additional bedding shall be at no expense to the Agency.

Additional bedding shall be crushed aggregate base in accordance with Section 200-2 of the Standard Specifications and these Special Provisions.

306-1.2.2 Pipe Laying. The last sentence of the second paragraph, and the ninth, tenth, and last paragraph of Subsection 306-1.2.2 are hereby deleted and replaced with the following:

Any adjustments in line or grade, which will be necessary to accomplish the intent for the Plans, shall be made. In the event obstructions are encountered during the progress of the work, which requires deviation from the line and grade shown on the Plans, the Engineer shall have the authority to change the Plans and order the necessary deviation from the line or grade. Contractor shall not make any deviation from the specified line or grade without approval by the Engineer.

All surface or groundwater shall be prevented from entering the pipe and shall be removed from the trench in an approved manner.

306-1.3 Backfill and Densification.

306-1.3.1 General. The seventh and eighth paragraphs of Subsection 306-1.3.1 are hereby deleted and replaced with the following:

Rocks greater than 4 inches in any dimension will not be permitted in backfill placed between 1 foot above the top of any pipe and 1 foot below pavement subgrade.

Trench crossing on major utility line (more than 12-inch diameter) shall be backfilled with mechanically mixed slurry of one sack of Portland cement and 1 cubic yard of sand.

306-1.3.2 Mechanically Compacted Backfill. The third paragraph of Subsection 306-1.3.2 is hereby deleted and replaced with the following: Material for mechanically compacted backfill shall be placed in lifts, which prior to compaction shall not exceed 6 inches in depth.

306-1.3.4 Backfilling Narrow Trenches. The entire Subsection 306-1.3.4 is hereby deleted and replaced with the following:

306-1.3.4 Compaction Requirements. Except as specified otherwise, trench backfill shall be densified to the relative compaction requirements of 90 percent. Compaction to 95 percent is required under future pavement through the top 6 inches.

306-1.4 Testing Pipelines

306-1.4.7 Video Inspection. Subsection 306-1.4.7 is hereby added to Section 306 as follows:

The Contractor shall hire an independent video inspection service, approved by the Engineer, to perform a recorded video inspection of the newly constructed sewer mains to determine if the work was completed per the contract documents. The CCTV inspection must be accomplished by trained operator(s) certified in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) and using established PACP coding and observations.

Prior to video inspection, the following work must be completed:

1. All sewer pipelines are installed and backfilled.
2. All structures are in place, all channeling is complete, pipelines are accessible from structures, and all active and open service lateral connections have been re-installed as required.
3. All other underground facilities, utility piping, and conduits are installed, and their trenches compacted.

When the above work has been completed, the Contractor shall notify the Engineer 48 hours in advance of the date for video inspection. During this inspection, the Contractor or his authorized representative shall be present to observe the video pictures as provided by the video camera. A videotape of the inspection shall be produced.

The recorded video inspection shall be completed within 10 days of accomplishing the above work.

The following observations shall be considered defects in construction of the sewer pipelines and will require corrections prior to final acceptance:

1. Off-grade - 0.08 foot, or over, deviation from grade.
2. No joint separations.
3. No misaligned joints.
4. Chips in pipe ends - None more than 1/4 inch deep.
5. Cracked or damaged pipe or evidence or presence of an external object bearing upon the pipe (rocks, roots, etc.).
6. Dropped joints.
7. Infiltration or filtration in excess of maximum permissible as specified in Subsection 306-1.4.2 or 306-1.4.3 of the Standard Specifications.
8. Debris or other foreign objects in the line.
9. Other obvious structural and/or maintenance deficiencies.

The Contractor and Engineer shall be notified, in writing, by the video inspection service of any deficiencies revealed by the inspection that will require repair, following which the Contractor shall excavate and make the necessary repairs in the presence of the Engineer. All repairs shall be made prior to commencing any work in the next area or construction zone.

The personnel making the inspection shall maintain a continuous log of the inspection. This log shall identify the pipe run being inspected by manhole to manhole pipe identification, by the footage recorded and as measured from the center of the starting manhole and by a description of the object or condition observed in the pipeline. Each log shall be marked with the date of the inspection run. Each entry on the log shall be consecutively numbered for positive identification in subsequent correspondence or references.

Upon the completion of the entire project (manhole to manhole run), the Contractor or his authorized representative shall sign under the last entry of the log sheet to certify that he was present as an observer during the inspection. After this signature, the Contractor shall be delivered duplicate or reproduced copies of the log. The Engineer shall be given the original log. The Engineer shall also be given a videotape or digital copy on a CD of the CCTV inspection.

The following listed conditions or objects shall be entered in the log in order encountered during the inspection:

1. The presence of any debris or foreign objects in the pipe, indicating inadequate construction.
2. Improperly made pipe joints and the observed results of such, inadequately butted, offset, or other defect. Offsets at joints shall be within tolerances as elsewhere specified herein.
3. Unsatisfactory conditions of pipe alignment.
4. Defective pipe grade conditions where water stands or flow velocities are unacceptable due to variations in pipe grade.
5. Location, quadrant or entry and condition of all service connections to the pipe.
6. Any cracks, breaks, or other defects in the pipe, even though such may have been patched prior to backfill and compaction.

Upon completion of the video inspection, the Engineer shall review the logged results to certify that all requirements have been met and the work is acceptable.

In the event that a complete manhole-to-manhole inspection cannot be made because of obstruction in the pipe, a re-inspection shall be scheduled when the Contractor has removed or corrected such obstructions.

Those portions of the pipeline system that have been corrected shall be repeated until all deficiencies observed by video inspection have been corrected to the complete satisfaction of the Engineer. The cost of re-inspection of defective work shall be the responsibility of the Contractor.

If upon exposing the pipeline it is found that reported defects do not actually exist, the Agency shall reimburse the Contractor for his cost of excavation, backfill, and re-compaction, but only if the Engineer is present at the time of excavation and verifies the adequacy of the installation.

Payment. Payment for video inspection service shall be on the contract unit price for the item of work.

306-1.5 Trench Resurfacing.

306-1.5.1 Temporary Resurfacing.

Payment for all temporary resurfacing placed and maintained until the permanent resurfacing is placed, will be considered to be included within the bid item for which excavation was performed.

306-1.5.2 Permanent Resurfacing.

Since the use of pipe bursting as a method for installing the increased pipe size (for capacity) and in combination with local sub-surface soil conditions may result in some amount of ground (surface) heaving or settling that exceeds that which may be considered allowable by the Engineer, such heaving or settlement of the ground surface during or following construction will not be otherwise allowed. The contractor is solely responsible for the costs for removing; stabilizing and repairing any heaved or settled surface area to the standards of the City and the satisfaction of the Engineer.

Payment for all permanent resurfacing will be considered to be included within the bid item for which pavement removal and excavation was performed.

306-1.6 ABANDONMENT OR REMOVAL OF CONDUITS AND STRUCTURES

When in the course of the work it is necessary to remove any interfering existing facilities (sewer pipelines, etc.) they shall be removed in their entirety and disposed of in accordance with the waste materials classification within which they are categorized. When such removal of existing facilities results in voids and/or disruption of the supporting subgrade upon which the new constructed materials are to be placed, suitable material shall be placed and compacted to a relative compaction of 90 percent.

306-1.7 REMODELING EXISTING SEWER FACILITIES.

The Contractor shall prevent mainline sanitary sewage from out-letting into trenches by means of a pump by-pass system between operating manholes as approved by the Engineer.

306-1.8 PIPE BURSTING METHODS

Definition and Description: Pipe bursting is a trenchless technology whereby reconstruction of the existing sanitary sewer is done by insertion of liner pipe within the bore of the existing pipe that is enlarged by breaking and expanding the old (existing) pipe into the surrounding soil and/or backfill materials surrounding the pipe. Use of this method for pipe replacement involves the insertion of a static, hydraulic or pneumatic hammer device, suitably sized, to break (crush) the existing pipe by using a modified boring knife with a flared plug that fractures the existing pipe material. Forward progress of the device may be aided by hydraulic or mechanical equipment as the device passes through the existing pipe. Replacement pipe is either pulled or pushed into the expanded bore hole. This method minimizes the amount of open trench and overlying surface disruption in order to replace/enlarge the existing pipeline.

CROSS REFERENCES: 7-8.5 Sanitary Sewers; 7-8.6 Water Pollution Control; 500-1.2.4 Sewer Bypassing and Dewatering, Appendix II - Geotechnical Investigation Report, and Appendix III - Sanitary Sewer Overflow Response Plan.

306-1.9.1 General.

When it becomes necessary to perform work on an existing sewer mainline or private sewer lateral, the Contractor shall control sewer line flows at all times during the work to prevent the discharge of sewage into the work area. Seepage of sewage through any open trench into the ground shall be prohibited. The Contractor shall divert main line or lateral flows by pumping as necessary to prevent any prohibited discharge.

306-1.9.2 Sewer Bypassing.

306-1.9.2.1 Mainline Flows. The Contractor shall be responsible for continuity of sanitary sewer service to each connected facility during execution of the work. Prior to any work on the City's sewer collection

system, including but not limited to work on mainlines, force mains, manholes or connections to trunk sewer pipelines, the Contractor shall prepare and submit to the Engineer for approval a comprehensive Sewer Bypass Plan (SBP) detailing the exact methods and procedures to be used for full flow diversion. The SBP shall include, but not be limited to, the following elements:

- Written procedures for bypass operations, including approximate peak flows.
- Specific location and configuration of pumping equipment for each bypass.
- Approximate pipe alignment for each bypass including vehicle access provisions.
- Whether pumping configuration plans provide for automatic flow regulation or continuous monitoring by the Contractor. The Engineer may require that the pumping system be continuously manned during operation. The SBP shall specify that the operator of the pump is qualified, as determined by the Engineer.
- Shop drawings for the bypass piping system and pump(s) indicating peak bypass capacity.
- The location of nearby storm drain inlets and methods and configurations of covering and sandbagging these drainage facilities to ensure that in the event of a sewer spill, no sewage enters the storm drain system or exits the immediate vicinity and is instead collected by portable pumps.
- Provisions for stopping work and/or providing additional standby pumping capacity if significant abnormal rainfall occurs or is predicted during the Contract period.
- Methods for expediting the construction to minimize pumping time.
- Spill response and notification procedures including 24-hour emergency phone numbers.

The Contractor shall base its full flow bypass system design on expected flow data and shall clearly indicate the rated bypass pumping capacity proposed. The primary bypass system shall be designed to handle 120% of the peak flow. A "backup" bypass pumping system shall also handle 120% of the peak flow. Both systems shall be combined for immediate switch over for emergency or testing. The pumping bypass system shall be manned continuously by an experienced operator while it is in operation as required by the Engineer. A minimum of 8 hours of emergency fuel storage is required on-site. When first in operation, the pumping system shall be tested in the presence of the Engineer.

The approved SBP shall remain on-site during all portions of the work. Specific notification requirements and procedures shall be confirmed at the project pre-construction meeting.

The Contractor is solely responsible for any releases of raw sewage due to failure of any component of the bypass pumping system, including backup containment measures. The Contractor shall reimburse the City

for any and all costs such as assistance in cleanup and traffic control in case of sewer spill in conjunction with this work, fines by other government agencies and water quality testing costs. The Contractor shall sign a statement acknowledging receipt of the latest version of the City's Sanitary Sewer Overflow Response Plan (see Appendix III).

The cost for preparation and implementation of the SBP shall be included in the bid item for sewer bypass system, and no additional compensation shall be provided therefor.

306-1.9.2.2 Sewer Lateral Flows. The Contractor shall control intermediate sewer lateral flows, to the extent possible, by notifying all residents or businesses connected to intermediate laterals of intended hours of work in the area, and of the need to curtail water usage during those hours. The Contractor shall notify residents and businesses in writing at least forty-eight (48) hours before proceeding with any work that might require restricted water usage and shall inform the local water district of such notification. The water closure and notice must be approved by the Engineer prior to distribution. The Contractor shall arrange for water meter closures, if approved by the Engineer, to control intermediate lateral flows.

In case sewer service to a residence or business cannot be shut down, bypass pumping will be necessary. This may be performed by pumping sewage through individual private property sewer cleanouts. If there is no accessible on-site sewer cleanout, the Contractor shall construct an accessible sewer cleanout along the existing sewer lateral, or pump sewage to the nearest downstream manhole, as approved by the Engineer. The Contractor shall not disrupt sewer flow for any restaurant, hotel, or major business facility having a fairly continuous sewage discharge, as determined by the Engineer. For any laterals with flows exceeding ten (10) gallons per minute, the Contractor shall prepare a SBP as described in Subsection 306-9.2.1.

If a sewage backup occurs and enters buildings, the Contractor shall be responsible for cleanup, repair, property damage and other related costs.

306-1.9.3 CCTV Inspection and Documentation.

During 2004-2005, the Agency obtained Closed Circuit Television (CCTV) Investigation files (tapes) of the capacity deficient pipe segments. If the Engineer accepts these records as suitable proof of existing sewer system conditions, then an initial CCTV inspection may not be necessary to define the pipeline conditions and the locations of existing service laterals.

However, should the Agency consider those earlier records as insufficient to assess the existing system conditions, then an initial (CCTV) digital video inspection of the existing sewer mainline will be required prior to replacing the mainline with the specified larger diameter pipe size shown on the plans. This pre-installation inspection will document the pipeline

condition and define the existing operating sewer laterals that must be reconnected to the larger diameter replacement sewer pipeline. A post-installation CCTV inspection will also be required to determine if the installation work and service lateral reconnections were completed per the contract documents.

The Contractor shall be responsible for inspecting, confirming the inside diameter, and determining the condition of each manhole-to-manhole segment to be replaced. The Contractor shall perform a video inspection after the mainline replacement is completed. The video inspection shall be completed in the same direction each time and shall be done with a CCTV color camera recorded in Digital Video format. A pivot head camera shall be used for all pipelines that are 8-inches in diameter or greater to allow detailed lateral inspection. A copy of the video inspection videotapes/digitally recorded CD's from all CCTV operations shall be provided to the Engineer for review prior to pipeline replacement.

Inspection. When obstructions are identified in the pipe, such as roots, debris, rocks, and bulky materials, these must be removed prior to pipe bursting and pulling the replacement pipe. When the depth of flow in the sewer reach being televised is above the maximum allowable for clear video inspection, the Contractor shall reschedule the inspection for non-peak nighttime hours at no additional cost to the City. The maximum depth of flow for television inspection for the respective pipe sizes as measured in the manhole is as follows.

Pipe Size in Inches	Maximum Depth of Flow
8	1.60"
10	2.00"
12	3.00"
15	3.75"
18	4.50"

For pipe sizes between tabulated values, the maximum depth of flow for the next larger pipe size shall apply.

Whenever non-remote powered and controlled winches are used to pull the video camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the reach being inspected to ensure that adequate communication exists between members of the crew.

The importance of accurate distance measurements is emphasized. Footage measurements shall begin at the centerline of the upstream manhole unless otherwise authorized. Footage measurements shall be shown on the video data view at all times.

CCTV Inspection Video. The Contractor shall provide a digital video of the CCTV inspections with a narrative describing the findings as detailed below:

The video shall include the following opening text: site location, time, and date. A voice narrative commenting on the above data shall accompany the text screen. Continuously displayed on the monitors and recorded on the video shall be reach I.D. number, manhole location, the direction of the survey, pipe size, pipe material, identified fault conditions and a continuous read-out of the camera distance from the starting manhole.

The video will be captured and compressed so as to reduce file size as much as possible while still providing a smooth, clear video. The video shall be at 30 frames per second. The compression shall be in Windows Media Video Format (.wmv).

The compression shall not significantly degrade the still frame quality of the video or audio signal from the original source video, as judged in a side-by-side viewing under normal viewing conditions.

Digital Video output shall be made on external, high speed USB hard drives with at least 200 GB, which is divided into "chapters" by individual sewer reaches. At the completion of the contract work, the City shall retain possession of the hard drive.

CCTV Inspection Digital Photos. The Contractor shall provide digital photos in JPEG format of significant defects and representative pipeline conditions, captured during the CCTV televising. An average of four (4) photos for each section of pipeline between manholes will be taken, with at least one (1) photo taken for each pipeline. The Digital photo files shall be annotated with reach I.D. number and footage of the associated observation. All files shall be stored on external, high speed USB hard drive with at least 200 GB.

Video Captured Mode: Field, Frame, or Multi-Frame
Resolution: Minimum of 640 x 480 Image Format: JPEG
Typical Image File Size: 50K- JPEG
Color Image
Annotation: Observation, Reach I.D. Number, and Footage

CCTV Inspection Log. Observations and comments for the CCTV inspections shall also be recorded into an inspection log associated with the digital video. This information shall include but not be limited to the following: Pipeline reach I.D. from upstream to downstream manhole, location of defects in feet from upstream manhole, description of the defect, location of house sewers, and other pertinent information. Inspection Log shall be submitted in Microsoft Access database format on external, high speed USB hard drive with at least 200 GB.

306-1.9.4 Service Lateral Reinstatement

The Contractor shall not reinstate those laterals determined by the City to be dead, abandoned, plugged or not in active service as determined during the initial video inspection of the pipe lines to be replaced.

The laterals not to be reinstated will be determined by the City after review of the Contractor-supplied video files made prior to installation. This criteria does not apply to service laterals on mainlines within the County of Los Angeles area jurisdiction as indicated on the respective plan sheets.

The Contractor shall be responsible for expeditious reconnecting service laterals to the mainline replacement pipe. In the interest of expediting service lateral reconnections to the new mainline, the contractor shall accomplish a partial pavement removal and excavation of materials overlying the service lateral's points of connection prior to bursting of the existing sewer pipe and pulling of the new replacement pipe through the annuls created by the bursting head tool. Reconnections of service laterals shown on the plans shall be completed by one of the following methods.

External Excavation and Connection

Excavation shall be hand and/or mechanical equipment to the location of the service connections tie-in, cutting the existing pipe and replacement pipe material, and installing a saddle acceptable to the Engineer. The excavation process shall be completed by mechanical means as defined in the project documents or by hand digging as required.

The existing service lateral shall be reconnected using replacement pipe or equivalent diameter and a connector coupling suitable for the pipe materials involved. Connection shall be to a clean-cut undamaged point of connection of the existing service lateral.

A minimum of two (2) lineal feet of the exposed service lateral or any damaged non-serviceable extent of the lateral pipe shall be replaced with new material.

Reconnection of existing services shall be made after the replacement pipe has been installed and successfully tested. It is the Contractor's responsibility to make sure that all active service connections are reconnected.

Contractor must maintain driveway access during the installation of sewer laterals.

306-1.9.5 Removal or Cutting of Plastic Pipe to allow for pipe bursting of the sewer.

The pipe that is scheduled to be replaced between manholes MH 65 and MH 72 is identified to have received Insituform pipe lining. The Contractor is responsible to clean and televise the pipeline segment and cut and/or remove the existing liner in conjunction with the installation of the new pipe via pipe bursting.

The Contractor shall provide the means, method, equipment and labor to cut or remove the plastic pipe to allow for the successful pipe bursting of the sewer pipeline. The means or method utilized shall not disturb the surrounding soil or host pipe to the degree where it will affect the installation and operation of the new pipe to be installed. Removal of the existing liner will only be allowed if cutting followed by a successful bursting and liner pipe installation result is not possible.

During liner removal or cutting effort the Contractor may encounter conditions that inhibit removal or proper cutting of the pipe. When these conditions stop the advancement of the bursting head, the Contractor shall request the Engineer's approval to remove the obstruction. Once approved, the Contractor shall perform all work necessary to remove the obstruction and allow for the resumption of progress on the liner removal or cutting effort. Pipeline segments with existing conditions that prevent removal or cutting of the liner pipe by conventional methods shall be evaluated on a case by case basis.

306-1.9.6 Insertion or Receiving Excavations (Pits)

Locate such pits so that the total number is minimized, and footage of liner pipe installed in a single pull is maximized.

Perform work in accordance with OSHA standards. Comply with Section 306-1.1 – Trench Excavation.

Perform excavation and backfill in accordance with requirements of Sections 300-2 Unclassified Excavation, and 300-4 Unclassified Fill.

SECTION 900 – REPLACEMENT OF MAINLINE SEWER PIPES BY PIPE BURSTING

Since sewer products are intended to have a minimum 50-year design life, and in order to minimize the Agency's risk, only proven products with substantial successful long-term track records will be approved. Additionally, the pipeline replacement Contractor/Subcontractor must have actual experience with the pipe bursting and/or open trench methods, equipment, materials and pipe joining (fusion) equipment and materials to be used in the project work. ***Proof of such work experience and product qualification submittal must be submitted with the Contractor's bid.***

Reference Specifications, Codes, and Standards. The following references are part of this Specification. In case of conflict between the requirements of this Specification and those of the listed documents, the requirements of this Specification shall prevail. The latest edition of the following reference shall be used.

ASTM D1248 Polyethylene Plastics Molding and Extrusion Materials

ASTM D1784 Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds

ASTM D2122 Determining Dimensions of Thermoplastic Pipe and Fittings

ASTM D2241 Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR)

ASTM D2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading

ASTM D3034 Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings

ASTM D3350 Polyethylene Plastics Pipe and Fittings Materials

ASTM F679 Standard Specification for Poly (Vinyl Chloride) (PVC) Large Diameter Plastic Gravity Sewer Pipe and Fittings

ASTM F714 Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter

ASTM F2620 Standard Practice for Heat Fusion Joining of Polyethylene Pipe and Fittings

Products and Contractors

Products and Contractors seeking approval must meet all of the following criteria to be deemed Commercially Acceptable for the work to be performed under this specification:

Product Qualifications

For a product to be considered Commercially Proven, a minimum of 250,000 linear feet or 1,000 line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the Engineer to assure commercial viability. In addition, at least 50,000 linear feet of the product shall have been in successful service within the State having a documentable history of performance. Such product experience qualifications shall be filed at the time of the bid with the Agency.

The pipe production shall have ISO 9000 Certification or equal for its quality control and assurance programs. Proof of certification shall be required for approval of the Contractor and shall be submitted with the bid.

Contractor Qualifications and Performance

1. The Contractor shall be certified by the manufacturer of the proposed pipe bursting system as a fully trained user of the pipe bursting system. Operation of the pipe bursting system shall be performed by trained and experienced personnel who have participated in training conducted by a qualified representative of the pipe bursting system manufacturer, and in the actual use of the pipe bursting system on similar construction projects. The Contractor must provide certificates of training for any

employee directly involved in the supervision and operation of the pipe bursting system.

2. HDPE or PVC pipe jointing shall be performed by personnel trained in the use of butt-fusion equipment and the manufacturer recommended methods for new pipe connections. Personnel directly involved with installing new pipe shall have received training in the proper methods for handling, fusing of pipe joints and experienced with installing the type of pipe utilized. Such training shall have been conducted by a qualified representative of the fusion equipment manufacturer. Installation of other pipe materials shall be performed by personnel qualified by the specific product manufacturer and experienced in such work of installation.
3. For a Contractor to be considered as project qualified, for pipe bursting and open trench construction, the Contractor must satisfy all insurance, financial, and bonding requirements of the Agency, and present experience as follows: a) for the majority pipe bursting alternative, the contractor must have successfully accomplished a minimum of 50,000 feet of sewer pipe replacement-upsizing by pipe bursting and 8,000 feet of open trench replacement-upsizing, or b) for the majority open trench alternative, the contractor must have successfully accomplished a minimum of 50,000 feet of sewer pipe replacement-upsizing by open trench placement method and 28,000 feet of sewer replacement-upsizing by pipe bursting methods. The sewer pipe replacement experience must involve pipe diameters from 8-inch to 24-inch, including joining of butt-fused HDPE or PVC pipe of the products bid herein. The required experiences can be that of the prime contractor and the named subcontractor specified for performing the respective type of sewer replacement work in the bid submittal. ***Acceptable documentation of these minimum installation experiences must be submitted to the City with the bid documents.***
4. The Contractor shall have ISO 9000 Certification or equal documentation for quality control and assurance programs for its operations. ***Proof of certification/documentation shall be required for approval of the Contractor and shall be submitted with the bid.***

Contractor Submittals

The Contractor shall submit the following items in compliance with the specifications, codes, and standards referenced herein for review and approval by the City. *Review and approval of items 1 thru 3 below, by the Agency, shall be accomplished prior to the award of contract.* Review and approval of the remaining item submittals, by the Agency, shall be obtained prior to ordering pipe materials and/or the start of the pipe replacement process.

1. Certifications from the pipe material manufacturer of training in the proper method for handling and installing new sewer pipe to be installed under this specification.

2. Certifications of training by the pipe bursting systems manufacturer stating that the operators have been fully trained in the use of the pipe bursting equipment by an authorized representative of the equipment manufacturer.
3. Certifications of training by the pipe fusion equipment manufacturers that the operators have been fully trained in the use of the fusion equipment by an authorized representative of the equipment manufacturer.
4. Detailed construction procedures, and layout plans to include sequence of construction.
5. Locations, sizes and construction methods for the service reconnection pits.
6. Methods of construction, reconnection and restoration of existing service laterals.
7. Detailed descriptions of the methods of modifying existing manholes.
8. Detailed procedures for the installation and bedding of the new pipe in the launching and receiving pits.
9. Sewer bypass plans (SBP) and methods and list of equipment to be utilized.
10. Description of the method to remove and dispose of the existing/host pipe, as required.
11. The safety plan in conformance with the Contract Documents and OSHA regulations.
12. Manufacturer's technical data showing complete information on material composition, physical properties and dimensions of the new pipe and fittings. Manufacturer's recommendations for transport, handling, storage, and repair of pipe and fittings shall be included.
13. Traffic control plans.
14. Project schedule.
15. All necessary shop drawings applicable to the work.
16. Contingency plans for the following potential conditions:
 - a. Unforeseen obstruction(s) causing burst stoppage, such as unanticipated change(s) in host pipe material, repair section(s), concrete encasement(s) or cradle(s), buried or abandoned manhole(s) or changes in direction not depicted on maps provided by the Contracting Authority.
 - b. Substantial surface heave occurs due to the depth of the existing pipe vs. the amount of upsizing

- c. Damage to existing service connections and to the replacement pipeline's structural integrity and methods of repair.
- d. Damage to other existing utilities.
- e. Loss of and return to line and grade.
- f. Soil heaving or settlement.

Delivery, Storage and Handling of Pipe Materials

The Contractor shall transport, handle, and store pipe and fittings as recommended by the materials manufacturer.

New pipe and fittings that are damaged before or during installation shall be repaired or replaced, as recommended by the manufacturer or required by the Engineer. The costs of such repair or replacement shall be borne by the Contractor and be accomplished prior to proceeding with the project.

The Contractor shall deliver, store and handle other materials as required to prevent damage. Materials that are damaged or lost shall be repaired or replaced by the Contractor at no additional expense to the Agency.

Methods of Pipe Bursting

The most commonly used methods for pipe bursting are static and impact force. Static systems are hydraulic, while impact systems generally involve a combination of pneumatic and hydraulic technology. The main difference between methods is the manner in which the force is generated and transferred to the host pipe during the bursting operation.

The pipe bursting tool shall be designed and manufactured to force its way through existing pipe materials by fragmenting the pipe and compressing the old pipe sections into the surrounding soil as it progresses. The bursting unit shall generate sufficient force to burst and compact the existing pipeline. See manufacturer's specifications for what size tool should be used in what diameter of pipe, as well as parameters of what size tool for percentage of upsize allowed.

The pipe bursting tool shall be pulled through the sewer by a winch or rod located at the upstream manhole. The bursting unit shall pull the polyethylene (PE) pipe with it as it moves forward. The bursting head shall incorporate a shield/expander to prevent collapse of the hole ahead of the new pipe insertion. The pipe bursting unit shall be remotely controlled.

The bursting action of the tool shall increase the external dimensions sufficiently, causing breakage of the existing pipe at the same time expanding the surrounding ground sufficiently to pull or pull/push in the new pipe.

Locating Utilities

The Agency shall provide the Contractor with copies all documents relating to the location of utilities adjacent to the pipe to be replaced or upsized. The Contractor shall,

prior to starting work, verify the location of all adjacent utilities (potholing as necessary). The minimum clearance from other utilities shall be approximately two feet or as otherwise dictated by the materials involved or the owning entity. The Agency may at its discretion reduce the minimum clearance.

The Contractor shall expose all interfering and crossing utilities by spot excavating at the planar intersection of the pipe and removing the soil from around the utility. The cost of exposing these utilities shall be as incorporated in the contracted items of work.

Sub-Surface Conditions

The Contractor shall verify the Agency's available information in the field. All additional subsurface investigations deemed necessary by the Contractor to complete the work shall be included in the Bid Proposal at no additional cost to the Agency. Copies of all reports and information obtained by the Contractor shall be provided to the Engineer.

A minimum amount of ground heaving may be allowed, as determined by the Engineer, if soil conditions are not favorable to the planned up-sizing of the sewer pipe. Unless otherwise noted in the contract documents, settlement or heaving of the ground surface during or after construction will not be allowed. The Contractor is solely responsible for the costs for repairing any surface heaving or settlement.

Locating Service Connections

The Contractor shall locate and expose all sewer service connections prior to new mainline pipe insertion to expedite reconnection. The Contractor shall exercise due diligence in excavating the existing pipe sufficiently to allow for uniform circumferential expansion of the existing pipe through the service connection pit. Upon commencement of the bursting process, pipe insertion shall be continuous and without interruption from one entry point to another, except as approved by the Engineer. Upon full completion of insertion and relaxation of the new pipe, the Contractor shall expedite the reconnection of services to minimize any inconvenience to the customers.

Pipe Joining

The polyethylene pipe (HDPE) or polyvinyl chloride pipe (PVC) shall be assembled and joined at the site using the butt-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures shall be used in strict compliance with the manufacturer's recommendations.

Fusion shall be performed by technicians certified by a manufacturer of pipe fusion equipment.

The butt-fused joint shall be true alignment and shall have uniform rollback beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to or greater than that of the pipe. All joints shall be subject to acceptance by the Engineer prior to insertion.

The Contractor shall cut out and replace defective joints at no additional cost to the Agency. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness (ASTM

585), shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above. In addition, any section of the pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the Agency shall be discarded and not used.

Terminal sections of pipe that are joined within the insertion pit shall be connected with a mechanical coupling (e.g. a full circle stainless repair clamp), Electro Fusion Couplings (e.g. Central Plastics or equivalent) or a non-shear restraint coupling. All connections shall be in conformance with the manufacturer's installation procedures.

Bypassing of Flows

The Contractor shall be responsible for continuity of sanitary sewer service to each facility connected to the section of sewer main during the execution of the work and shall also bypass the main sewer flow around the pipe to be replaced, or into adjacent sanitary sewers, if available. The pumps and the bypass lines shall be of adequate capacity and size to handle all flows without sewage backup to private property. The Contractor shall be solely responsible for clean-up, repair, property damage costs and claims resulting from failure of the flow diversion system.

The Contractor, at the sole discretion of the Engineer, may plug the main line sewer at an existing upstream Manhole or by any other method specified in the contract documents and approved by the Engineer.

The Contractor shall submit to the Agency specifications for all pumping equipment to be used on the job (including all sizing calculations) and a list of all backup pumping equipment to be held in reserve on the job site. The pumps and by-pass lines shall be of adequate capacity and size to handle all flows.

All costs for by-pass pumping, required during installation of the pipe shall be included in the sewer bypass system bid item or work.

Lubrication

Lubrication on the new pipe being installed shall be used if in the opinion of Contractor such lubrication is necessary to ensure the successful completion of the job. The Contractor shall use a lubricant approved by the Engineer.

Service Lateral Reconnection

The installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of service lines. Following the suitable relaxation period, the Contractor shall reconnect all service connections as approved by the Engineer.

Service connections shall be reconnected to the pipe by using connectors approved by the pipe manufacturer and in conformance with the specified installation procedure. Service connections shall be wrap type around saddle connections (e.g. FERNCO or equivalent), Cast Iron w/ Gasket, T Connection (e. g, Inserta-T or equivalent or Electro Fusion (e.g. Central Plastics, Phillips Driscopipe, Plexco or equivalent)

Connections to the existing service lateral shall be made using flexible couplings. All flexible couplings shall conform to ASTM C425. Joint deflection limits and lateral connections shall meet the maximums indicated in ASTM C12 and C425.

The slope of the existing lateral toward the newly installed sewer main shall be maintained at the existing percent. For reconstructed laterals, a minimum slope of two percent (2%) or as specified by the Agency is required.

Connection of the new service lateral to the mainline shall be accomplished by means of a compression-fit service connection. The service connection shall be specifically designed for connection to the sewer main being installed and shall be Inserta Tee as manufactured by Fowler Manufacturing Co or equivalent and installed using procedures and equipment as referenced in manufacturer's written installation instructions.

Connection Types Available for All Mainlines

TYPES	GASKETTED BELLSDR 35	GASKETTED BELLIPS/SCH 40
PVC Hub	ASTM D3034 SDR 35	ASTM D3034 SDR 26
Rubber Boot	ASTM C443	ASTM C443
Band	301 SS	301 SS
Screw	305 SS	305 SS
Housing	301 SS	301 SS
Gasket	ASTM F477	ASTM F477

Restoration

Restoration of Manholes

The Contractor shall restore all manholes and associated surface areas to their original condition or as required by the Engineer and specified in the description of work

Prior to restoring manholes the installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to the sealing of the annulus or backfilling of the insertion pit. Sufficient excess length of new pipe, but not less than two (2) to four (4) inches, shall be allowed to protrude into the manhole to provide for occurrence. Restraint of pipe ends shall be achieved by means of Central Plastics Electro Fusion coupling or equivalent. The electro fusion couplings shall be slipped over pipe ends against manhole wall and fused in place. Installation of electro fusion couplings shall be done in accordance with the manufacturers recommended procedures.

Following the relaxation period, the newly installed pipe shall be restrained and sealed at the Manhole in accordance with the manufacturers recommended procedures and with a material approved by the Engineer.

Restoration of the bottom of the Manhole shall be done as follows:

- a. For restorations less than or equal to three inches grout shall be used. The grout design mix shall meet or exceed 500 psi (3,447 kPa) compressive strength at 28 days. The Contractor may, with the approval of the Engineer, incorporate grout additives to

improve flow properties, provided that the minimum compressive strength requirements are met.

b. For restorations greater than three inches concrete shall be used. Concrete shall be as specified in the Contract Documents.

Restoration of Pits

The Contractor shall restore all lateral, launching and receiving pits and associated surface areas to their original condition or as required by the Engineer and specified in the description of work.

Prior to backfilling lateral and launching pits the Contractor shall ensure that the new pipe is properly supported and on the required grade. Suitable material, approved by the Engineer, shall be used immediately under the new pipe as support in order to avoid sagging after backfill and compaction.

Field Testing

The Contractor shall after the existing sewer is completely replaced perform an internal inspection with a television camera and videotape. The finished tape shall be continuous over the entire length of the sewer between two manholes or as specified by the Engineer.

The newly installed pipe shall be visibly free of defects, which may affect the integrity or strength of the pipe, and of any obstructions to flow capacity. If in the opinion of the Engineer such defects exist, the pipe shall be repaired or replaced at the Contractor's expense.

Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness shall not be used and must be removed from the site.

CCTV Inspections

The Contractor shall perform post construction internal television inspections as required by these specifications. Each reach of sewer shall have audio description with appropriate stationing of services indicated. The data and stationing are to be on the video. All such inspections shall be performed by personnel trained in locating breaks, obstacles and service connections by closed circuit color television.

Post construction video tapes (records) are to be submitted to the Agency for review prior to final payment. Should any portion of the inspection tapes be of inadequate quality or coverage, as determined by the Engineer, the Contractor will have that portion video taped at no additional expense to the Agency. All original video tapes remain property of the Agency. The Contractor may, at the discretion of the Agency retain second copy.

Warranty

The Contractor shall provide a warranty to be in force and effect of a period of one year from the date of final acceptance of the work. The warranty shall cause the Contractor to repair or replace the liner pipe should failure result from faulty materials or installation.

BID ITEM DESCRIPTIONS

GENERAL

The Contract payment for the specified items of work as set forth in the Bid Schedules shall be full compensation for furnishing all labor, materials, methods or processes, implements, tools, equipment and incidentals and for doing all work involved as required by the provisions of the Contract Documents for a complete in place and operational system.

- A. Unless otherwise specified in the Specifications, quantities of work shall be determined per each, or from measurements or dimensions in a horizontal plane. All materials shall be measured on the basis of "in place" quantities and paid for using the units listed in the bid schedule.
- B. Except as noted, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be separately measured or paid for. Compensation for such work and/or material shall be included in the prices paid for other items of work.

BID ITEMS: BID SCHEDULE "A"

Bid Item 1 - Provide Construction Survey: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to provide construction survey as noted on the specifications. This bid item will be paid for per Lump Sum.

Bid Item 2 - Re-establish Monuments: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to re-establish existing monuments as noted on the plans and in the specifications. This bid item will be paid for per Each.

Bid Item 3 – Construct 15" HDPE Sewer (Pipe Burst) Sta 10+00 to Sta 19+65 Glenoaks Blvd: Pipeline construction items of work will be paid at the contract unit price per foot installed of the pipe specified, and shall include full compensation for furnishing all labor, materials, tools, equipment and back up equipment necessary for pipe bursting, pipe placement; transportation and technical competence, saw cutting, excavation, shoring and backfilling per the manufacturers' instructions and/or per the Contract Documents; **cutting and/or removing pipe lining**; replacement of any pavement markers and striping; temporary by-passing of other utility services; cleanup, off-site disposal of all refuse and excess material; de-watering as necessary, shoring, temporary and permanent restoration of surfaces and pavement and all appurtenant work.

Pipe shall be measured along the longitudinal axis between the ends as laid, shall include the actual pipe in place and shall exclude the inside dimensions of the Manholes.

Replacement and modification of the Manhole inverts and bottoms shall be considered as part Bid Item 11 Modify MH base and seal pipe joins, conform to SPPWC Std Plan 208-2, and no additional compensation will be allowed.

Bid Item 4 – Construct 15" HDPE Sewer (Pipe Burst) Sta 19+65 to Sta 22+64

Glenoaks Blvd: Pipeline construction items of work will be paid at the contract unit price per foot installed of the pipe specified, and shall include full compensation for furnishing all labor, materials, tools, equipment and back up equipment necessary for pipe bursting, pipe placement; transportation and technical competence, saw cutting, excavation, shoring and backfilling per the manufacturers' instructions and/or per the Contract Documents; replacement of any pavement markers and striping; temporary by-passing of other utility services; cleanup, off-site disposal of all refuse and excess material; de-watering as necessary, shoring, temporary and permanent restoration of surfaces and pavement and all appurtenant work.

Pipe shall be measured along the longitudinal axis between the ends as laid, shall include the actual pipe in place and shall exclude the inside dimensions of the Manholes.

Replacement and modification of the Manhole inverts and bottoms shall be considered as part Bid Item 11 Modify MH base and seal pipe joins, conform to SPPWC Std Plan 208-2, and no additional compensation will be allowed.

Bid Item 5 – Remove & Construct 15" VCP Sewer (Open Trench) Sta 22+64 to Sta 23+14 Glenoaks Blvd:

The price per linear foot (LF) for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends; the removal of interfering portions of existing sewers; the removing and disposal of abandoned conduit and structures; the excavation of the trench; shoring or sheeting or shielding; potholing; the control for ground and surface waters; the preparation of sub-grade; potholing; placing and joining pipe; bedding, backfilling (including anchor blocks, slope anchors and backfill stabilizers) and compacting the trench; temporary resurfacing; removal and replacement of interfering surface improvements (including but not limited to saw cutting and removal of permanent AC pavement, the removal and replacement of PCC pavement, stamped concrete, concrete pavers, brick pavers, hard-scape, irrigation, landscape, drainage facilities, planters, driveway pavement, gates and fences); replacement of any pavement markers and striping; temporary by-passing of utility services; cleanup; and all other work necessary to install the pipe or conduit, complete in place.

Pipe shall be measured along the longitudinal axis between the ends as laid, shall include the actual pipe in place and shall exclude the inside dimensions of the Manholes.

Replacement and modification of the Manhole inverts and bottoms shall be considered as part Bid Item 11 Modify MH base and seal pipe joins, conform to SPPWC Std Plan 208-2, and no additional compensation will be allowed.

Bid Item 6 – Construct 18" HDPE Sewer (Pipe Burst) Sta 10+00 to Sta 13+46

Harding Ave: Pipeline construction items of work will be paid at the contract unit price per foot installed of the pipe specified, and shall include full compensation for furnishing all labor, materials, tools, equipment and back up equipment necessary for pipe bursting, pipe placement; transportation and technical competence, saw cutting, excavation, shoring and backfilling per the manufacturers' instructions and/or per the Contract Documents; replacement of any pavement markers and striping; temporary by-passing of other utility services; cleanup,

off-site disposal of all refuse and excess material; de-watering as necessary, shoring, temporary and permanent restoration of surfaces and pavement and all appurtenant work.

Pipe shall be measured along the longitudinal axis between the ends as laid, shall include the actual pipe in place and shall exclude the inside dimensions of the Manholes.

Replacement and modification of the Manhole inverts and bottoms shall be considered as part Bid Item 11 Modify MH base and seal pipe joins, conform to SPPWC Std Plan 208-2, and no additional compensation will be allowed.

Bid Item 7 – Remove & Construct 18" VCP Sewer (Open Trench) Sta 13+46 to Sta 13+58 Harding Ave: The price per linear foot (LF) for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends; the removal of interfering portions of existing sewers; the removing and disposal of abandoned conduit and structures; the excavation of the trench; shoring or sheeting or shielding; potholing; the control for ground and surface waters; the preparation of sub-grade; potholing; placing and joining pipe; bedding, backfilling (including anchor blocks, slope anchors and backfill stabilizers) and compacting the trench; temporary resurfacing; removal and replacement of interfering surface improvements (including but not limited to saw cutting and removal of permanent AC pavement, the removal and replacement of PCC pavement, stamped concrete, concrete pavers, brick pavers, hard-scape, irrigation, landscape, drainage facilities, planters, driveway pavement, gates and fences); replacement of any pavement markers and striping; temporary by-passing of utility services; cleanup; and all other work necessary to install the pipe or conduit, complete in place.

Pipe shall be measured along the longitudinal axis between the ends as laid, shall include the actual pipe in place and shall exclude the inside dimensions of the Manholes.

Replacement and modification of the Manhole inverts and bottoms shall be considered as part Bid Item 11 Modify MH base and seal pipe joins, conform to SPPWC Std Plan 208-2, and no additional compensation will be allowed.

Bid Item 8 – Construct 15" HDPE Sewer (Pipe Burst) Sta 13+58 to Sta 23+10 Harding Ave: Pipeline construction items of work will be paid at the contract unit price per foot installed of the pipe specified, and shall include full compensation for furnishing all labor, materials, tools, equipment and back up equipment necessary for pipe bursting, pipe placement; transportation and technical competence, saw cutting, excavation, shoring and backfilling per the manufacturers' instructions and/or per the Contract Documents; replacement of any pavement markers and striping; temporary by-passing of other utility services; cleanup, off-site disposal of all refuse and excess material; de-watering as necessary, shoring, temporary and permanent restoration of surfaces and pavement and all appurtenant work.

Pipe shall be measured along the longitudinal axis between the ends as laid, shall include the actual pipe in place and shall exclude the inside dimensions of the Manholes.

Replacement and modification of the Manhole inverts and bottoms shall be considered as part Bid Item 11 Modify MH base and seal pipe joins, conform to SPPWC Std Plan 208-2, and no additional compensation will be allowed.

Bid Item 9 – Construct Precast Concrete Manhole per SPPWC Std Plan 200-3: This item shall be paid for at the contract unit price per Each (EA). The contract price per each shall include all labor, materials, equipment, and tools necessary to perform the work, complete in place, and no additional compensation will be made therefor.

Bid Item 10 – Reconnect Sewer lateral per SPPWC Std Plan 222-2 (Pit Required): The contract unit price for Reconnect Sewer Lateral shall include all materials, labor, equipment, and supplies necessary for the complete installation, including replacement of up to six (6) feet of existing service lateral for external connections, removing and reconstruction 4-inch PCC sidewalk, restoration of existing landscaping and irrigation system, complete, in place, and accepted, and no additional compensation shall be allowed therefor.

Bid Item 11 – Modify MH base and seal pipe joins, conform to SPPWC Std Plan 208-2: Payment for manhole construction will be made per each (EA) manhole installed or modified as set forth in the Bid Schedule. Payment shall include compensation for furnishing all labor, materials, tools, and equipment necessary to construct or modify existing manholes. Items shall include covers, rims, collars, cone and draft sections, bases, steps, water sealers (if applicable), temporary line stopping or flow diversions (if necessary), backfilling, compacting, basing and paving around the manhole, and other work or appurtenances as shown on the plans and drawings complete in place.

Bid Item 12 – Perform CCTV inspection (Final): This item shall be paid for at the contract unit price per Linear Foot (LF) and shall include all labor, materials, equipment, and tools necessary to perform the work and no additional compensation will be made therefor. Measurement may be made on either the footage counter of the tape, or the footage counter on the cable, and shall be based on the actual length of pipe televised.

Bid Item 13 – Install Sewer Bypass System: Payment for this item shall be at the contract bid price per Lump Sum (LS) and shall be complete per plan including all appurtenances and related materials for installation of sewer bypass system and no other payment shall be made therefore.

Bid Item 14 – Repair Broken Sewer Tap: Payment for this item shall be at the contract bid price per Lump Sum (LS) and shall be complete per plan including all appurtenances and related materials for repair of broken sewer tap and no other payment shall be made therefore.

Bid Item 15 – Install 1" Water Service & Meter per City Standard Plate No. 19: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required for constructing 1" Water Services in accordance with the plans, specifications and City Standard Plate No. 19. Included in this bid item shall be all excavation, trench preparation, pneumatic piercing/horizontal directional drilling, bedding, fittings, backfill, compaction, testing, disinfection, connection to new/existing water meter inside new/existing meter box, and other work required to result in a complete and operating water service. Where new water meters and water meter boxes are indicated on the plans, or as directed by the Engineer, the City will provide the new meter and meter box to the Contractor at no cost. This bid item will be paid for Per Each.

Bid Item 16 – Install 3/4" Water Service & Meter per City Standard Plate No. 19: Payment for this item shall include full compensation for all labor, materials, tools, equipment

and incidentals required for constructing 3/4" Water Services in accordance with the plans, specifications and City Standard Plate No. 19. Included in this bid item shall be all excavation, trench preparation, pneumatic piercing/horizontal directional drilling, bedding, fittings, backfill, compaction, testing, disinfection, connection to new/existing water meter inside new/existing meter box, and other work required to result in a complete and operating water service. Where new water meters and water meter boxes are indicated on the plans, or as directed by the Engineer, the City will provide the new meter and meter box to the Contractor at no cost. This bid item will be paid for Per Each.

Bid Item 17 – Provide Traffic Control Plan and Traffic Control (3% Max of the Total Bid Amount): Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to place, remove, store, maintain, move to new locations, replace, and remove the components of the traffic control system, including stationary mounted construction area signs, solar powered arrow boards, changeable message signs, as well as flagging and temporary traffic delineators/stripping for the project in accordance with of these Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

BID ITEMS: BID SCHEDULE "B"

Bid Item 4A – Construct 15" VCP Sewer (Open Trench) Sta 19+65 to Sta 22+64 Glenoaks Blvd: The price per linear foot (LF) for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends; the removal of interfering portions of existing sewers; the removing and disposal of abandoned conduit and structures; the excavation of the trench; shoring or sheeting or shielding; potholing; the control for ground and surface waters; the preparation of sub-grade; potholing; placing and joining pipe; bedding, backfilling (including anchor blocks, slope anchors and backfill stabilizers) and compacting the trench; temporary resurfacing; removal and replacement of interfering surface improvements (including but not limited to saw cutting and removal of permanent AC pavement, the removal and replacement of PCC pavement, stamped concrete, concrete pavers, brick pavers, hard-scape, irrigation, landscape, drainage facilities, planters, driveway pavement, gates and fences); replacement of any pavement markers and striping; temporary by-passing of sewer or utility services; cleanup; and all other work necessary to install the pipe or conduit, complete in place.

Pipe shall be measured along the longitudinal axis between the ends as laid, shall include the actual pipe in place and shall exclude the inside dimensions of the Manholes.

Replacement and modification of the Manhole inverts and bottoms shall be considered as part Bid Item 11 Modify MH base and seal pipe joins, conform to SPPWC Std Plan 208-2, and no additional compensation will be allowed.

Bid Item 6A – Construct 18" VCP Sewer (Open Trench) Sta 10+00 to Sta 13+46 Harding Ave: The price per linear foot (LF) for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends; the removal of interfering portions of existing sewers; the removing and disposal of abandoned conduit and structures; the excavation of the trench; shoring or sheeting or shielding; potholing; the control for ground and surface waters; the preparation of sub-grade; potholing; placing and joining pipe; bedding, backfilling (including anchor blocks, slope anchors and backfill stabilizers) and compacting the trench; temporary resurfacing; removal and replacement of interfering surface improvements (including but not limited to saw cutting and removal of permanent AC pavement, the removal and replacement

of PCC pavement, stamped concrete, concrete pavers, brick pavers, hard-scape, irrigation, landscape, drainage facilities, planters, driveway pavement, gates and fences); replacement of any pavement markers and striping; temporary by-passing of sewer or utility services; cleanup; and all other work necessary to install the pipe or conduit, complete in place.

Pipe shall be measured along the longitudinal axis between the ends as laid, shall include the actual pipe in place and shall exclude the inside dimensions of the Manholes.

Replacement and modification of the Manhole inverts and bottoms shall be considered as part Bid Item 11 Modify MH base and seal pipe joins, conform to SPPWC Std Plan 208-2, and no additional compensation will be allowed.

Bid Item 8A – Construct 15" VCP Sewer (Open Trench) Sta 13+58 to Sta 23+10

Harding Ave The price per linear foot (LF) for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends; the removal of interfering portions of existing sewers; the removing and disposal of abandoned conduit and structures; the excavation of the trench; shoring or sheeting or shielding; potholing; the control for ground and surface waters; the preparation of sub-grade; potholing; placing and joining pipe; bedding, backfilling (including anchor blocks, slope anchors and backfill stabilizers) and compacting the trench; temporary resurfacing; removal and replacement of interfering surface improvements (including but not limited to saw cutting and removal of permanent AC pavement, the removal and replacement of PCC pavement, stamped concrete, concrete pavers, brick pavers, hard-scape, irrigation, landscape, drainage facilities, planters, driveway pavement, gates and fences); replacement of any pavement markers and striping; temporary by-passing of sewer or utility services; cleanup; and all other work necessary to install the pipe or conduit, complete in place.

Pipe shall be measured along the longitudinal axis between the ends as laid, shall include the actual pipe in place and shall exclude the inside dimensions of the Manholes.

Replacement and modification of the Manhole inverts and bottoms shall be considered as part Bid Item 11 Modify MH base and seal pipe joins, conform to SPPWC Std Plan 208-2, and no additional compensation will be allowed.

Directory Path: U:\107283 - SF Glenoaks & HSP--7\900-PS&E\901-Plans\91-TITLE-SW&E & WTR.dwg, Date: 12/06/18



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REVISIONS					REVISIONS				
REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

PLANS PREPARED BY:
WILDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(952) 908-0200
UNDER THE SUPERVISION OF:

Ray A. Wellington
RAY A. WELLINGTON RCE 25131 DATE 12/6/18
DRAWN BY: SM DESIGNED BY: SM/RS CHECKED BY: RW



SUBMITTED BY:
Patsy Orozco
PATSY OROZCO, CE ASSISTANT II DATE 12/6/18
APPROVED:
Yazdan Duran 12/20/18
YAZDAN DURAN, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DATE
R.C.E. NO.: 61184



CITY OF
SAN FERNANDO
HISTORIC & VISIONARY

PUBLIC WORKS DEPARTMENT

TITLE SHEET
**GLENOAKS BLVD & HARDING AVE
SEWER AND WATER IMPROVEMENTS PROJECT**

JOB NO. 7608

PLAN NO. P-730

SHEET NO.
1
OF
9

SHEET INDEX

SHEET NO.	DESCRIPTION
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SHEET NO. 2	SEWER IMPROVEMENT PLANS - GLENOAKS BOULEVARD FROM ORANGE GROVE AVE TO HUNTINGTON ST
SHEET NO. 3	SEWER IMPROVEMENT PLANSS - GLENOAKS BOULEVARD FROM HUNTINGTON ST TO WORKMAN ST
SHEET NO. 4	SEWER IMPROVEMENT PLANS - GLENOAKS BOULEVARD FROM WORKMAN ST TO HARDING AVE
SHEET NO. 5	SEWER IMPROVEMENT PLANS - HARDING AVE 10+00 TO 15+00
SHEET NO. 6	SEWER IMPROVEMENT PLANS - HARDING AVE 15+00 TO 20+00
SHEET NO. 7	SEWER IMPROVEMENT PLANS - HARDING AVE 20+00 TO 23+09.24
SHEET NO. 8	SEWER AND WATER DETAILS SEWER AND WATER DETAILS
SHEET NO. 9	SEWER AND WATER DETAIL AND NOTES SEWER AND WATER DETAILS AND GENERAL NOTES

LANDFILLS

BRADLEY LANDFILL & RECYCLING CENTER/
WASTE MANAGEMENT, INC.
9081 TUJUNGA AVE.
SUN VALLEY, CA 91352
(818) 767-6180
(818) 767-5867

STRATHERN INERT LANDFILL
8230 TUJUNGA AVE.
SUN VALLEY, CA 91352

CALMAT INERT LANDFILL
9436 GLENOAKS BLVD.
SUN VALLEY, CA 91352

GENERAL NOTES:

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE SHOWN ON THESE PLANS WAS OBTAINED BY A SEARCH OF AVAILABLE RECORDS. APPROVAL OF THESE PLANS BY THE CITY DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE WITHIN THE LIMITS OF THE PROJECT.
- THE CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OR THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THE CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

SEWER AND WATER GENERAL NOTES:

SEE SHEET 9

City of San Fernando

PUBLIC WORKS DEPARTMENT

GLENOAKS BOULEVARD AND HARDING AVE SEWER AND WATER IMPROVEMENTS PROJECT

JOB NO. 7608

PLN NO. P-730



PUBLIC UTILITIES CONTACTS

WATER:
CITY OF SAN FERNANDO
120 MACNEIL STREET
SAN FERNANDO, CA 91340
TONY SALAZAR OR DANNY GARCIA
818 898 1293

WASTEWATER:
CITY OF SAN FERNANDO
120 MACNEIL STREET
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
818 701 3342

TELEPHONE:
VERIZON/GTE
EMERGENCY CALLS
818 365 3128

CABLE:
TIME WARNER
EMERGENCY CALLS
818 700 6100

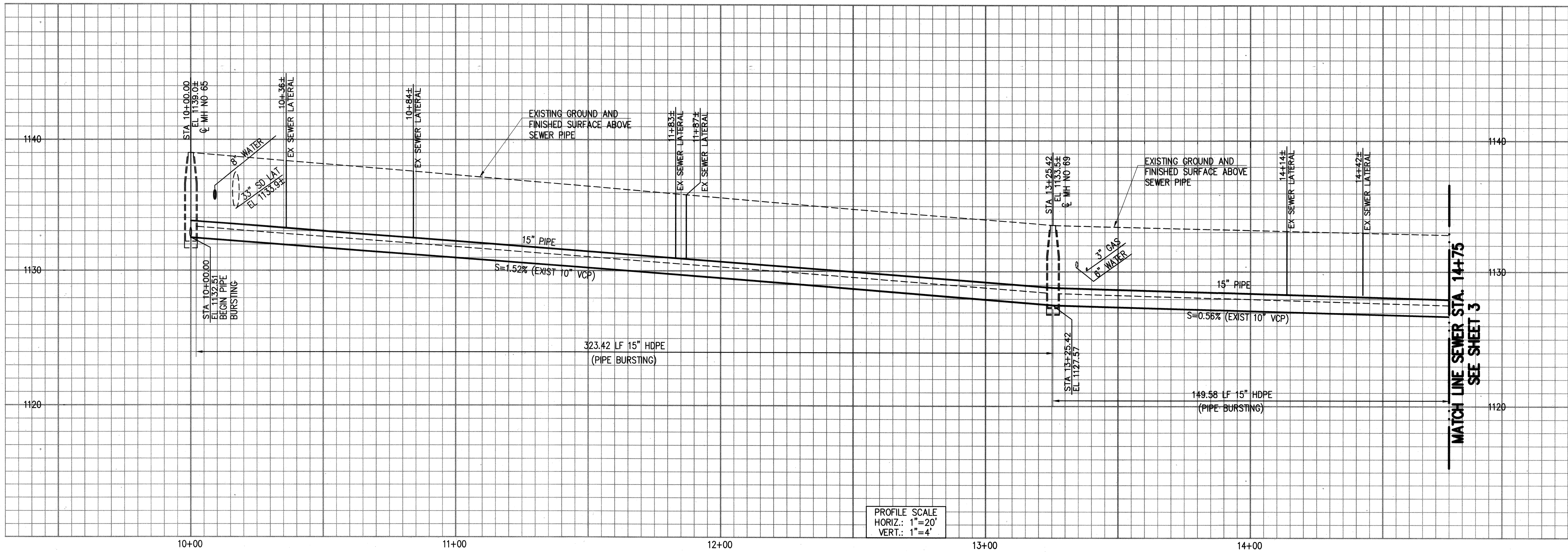
POLICE:
CITY OF SAN FERNANDO POLICE DEPT.
NON-EMERGENCY NUMBER
818 898 1267, EXT. 0

FIRE:
CITY OF LOS ANGELES FIRE DEPT. STATION 91
14430 POLK STREET
LOS ANGELES, CA 91342
NON-EMERGENCY NUMBER
818 756 8691

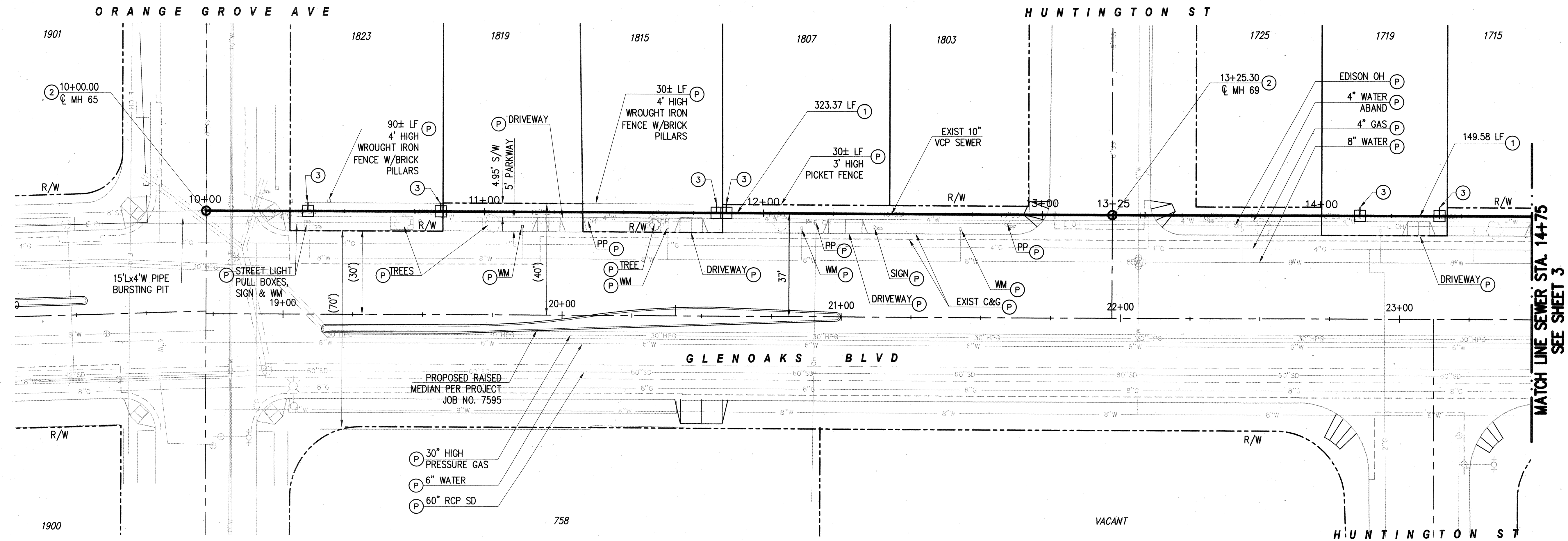
ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AV	AIR VAC
BC	BEGIN CURVE
BCR	BEGIN CURB RETURN
BEG.	BEGIN
BO	BLOWOFF
BVC	BEGIN VERTICAL CURVE
BW	BACK OF WALK
BX	BOTTOM OF X
C&G	CURB AND GUTTER
C&B	CRUSHED AGGREGATE BASE
CB	CATCH BASIN
C/L	CENTERLINE
CF	CURB FACE
CIR	COLD IN-PLACE RECYCLE
CLF	CHAIN LINK FENCE
CLR	CLEAR
CONC	CONCRETE
CONST.	CONSTRUCTION
CPC	CALIFORNIA PLUMBING CODE
DI	DUCTILE IRON
DWY	DRIVEWAY
DWG	DRAWING
E	EAST
EC	END CURVE
ECR	END CURB RETURN
EG	EDGE OF GUTTER
ELEV	ELEVATION
EOP/EP	EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
EX./EXIST.	EXISTING
FDR	FULL DEPTH RECLAMATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOWLINE
FS	FINISHED SURFACE
GI	GALVANIZED IRON
GL	GUTTER LIP
GB	GRADE BREAK
HDPE	HIGH-DENSITY POLYETHYLENE
HMA	HOT MIX ASPHALT
HTF	HIGH TENSILE FIBER
INT.	INTERSECTION
INV	INVERT
INW/D	INVERT
L	LENGTH
LF	LINEAR FEET
LIP	LIP OF GUTTER
LT	LEFT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
N	NORTH
N.I.C.	NOT IN CONTRACT
N'LY	NORTHERLY
NO	NUMBER
NTS	NOT TO SCALE
O.C.	ON CENTER
OG	ORIGINAL GROUND
OH	OVERHEAD
PI	POINT OF INTERSECTION
PCC	PORTLAND CEMENT CONCRETE
PG&E	PACIFIC GAS AND ELECTRIC
PMB	PROCESSED MISCELLANEOUS BASE
P.O.C.	POINT OF CONNECTION
PP	POWER POLE
PRC	POINT OF REVERSE CURVE
PROPOSED	PROPOSED
PRVC	POINT OF REVERSE VERTICAL CURVE
PT.	POINT
PVC	POLYVINYL CHLORIDE
PWMT.	PAVEMENT
R	RATE, RADIUS
R.C.	RELATIVE COMPACTION
RCP	REINFORCED CONCRETE PIPE
REQ'D	REQUIRED
RSP	ROCK SLOPE PROTECTION
RT	RIGHT
R/W	RIGHT-OF-WAY
S	SLOPE
S'LY	SOUTHERLY
SCE	SOUTHERN CALIFORNIA EDISON
SCH	SCHEDULE
SDMH	STORM DRAIN MANHOLE
SDWK	SIDEWALK
ST	STREET
STA	STATION
STD	STANDARD
ST.GR.	STRAIGHT GRADE
TC	TOP OF CURB
TELE	TELEPHONE
TG	TOP OF GRATE
TOP	TOP OF PLATFORM
TR	TOP OF RAIL
TW	TOP OF WALL
TX	TOP OF X
TYP	TYPICAL
DEPTH	DEPTH
V	VARIABLES
VAR	VARIABLES
VCP	VITRIFIED CLAY PIPE
W	WIDTH, WEST
WM	WATER METER

NOTE: ALL DIMENSIONS ARE SHOWN IN FEET
UNLESS OTHERWISE NOTED.




- SEWER NOTES:**
- TEES OR WYES MAY BE USED FOR JOINING HOUSE CONNECTION SEWERS TO THE MAINLINE SEWER. ALL TEES AND WYES SHALL BE ROTATED UPWARD FROM THE HORIZONTAL TO AN ANGLE OF 45 DEGREES, EXCEPT THAT A TEE OR WYE DESIGNATED ON THE PLAN AS A FLAT WYE SHALL BE ROTATED UPWARD 22 1/2 DEGREES.
 - NO BENCH MARK HAS BEEN PROVIDED ON THIS PLAN. THE CONTRACTOR SHALL CONSTRUCT THE SEWER ON A STRAIGHT GRADE BETWEEN EXISTING UNDAMAGED MANHOLES AFTER DAMAGED PIPE HAS BEEN REMOVED, AS SHOWN ON THIS PLAN AND PER US ARMY CORP. RESTORATION SANITARY SEWER SYSTEM PLAN NO SP-359 (DISTRICT FILE NO. 378/178) AND LA COUNTY FLOOD CONTROL DISTRICT SEWER PROJECT 256, PLAN NO. 181-256-DI.7.
 - FIELD VERIFY EXISTING WATER AND GAS SERVICE LATERALS AND RECONNECT, AS NECESSARY.
 - PRIOR TO CONSTRUCTION, ALL UTILITY CROSSINGS SHALL BE POTHOLED BY THE CONTRACTOR. CONFLICTS WITH THE PROPOSED SEWER SHALL BE REPORTED TO THE DESIGNER FOR RE-DESIGN, IF NECESSARY.



SEWER CONSTRUCTION NOTES:

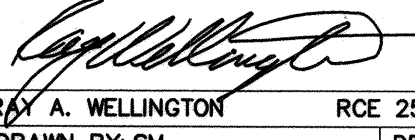
- PROTECT IN PLACE OR REPLACE IN KIND
- CONSTRUCT 15" HDPE (HIGH-DENSITY POLYETHYLENE) INSTALLATION METHOD PER PROFILE
- MODIFY MANHOLE BASE TO MATCH INVERTS SHOWN. MODIFICATION SHALL CONFORM TO SPPWC STANDARD PLAN 208-2
- RECONNECT EXISTING SEWER LATERAL TO MAINLINE PER MODIFIED SPPWC STANDARD PLAN 222-2. LATERAL LOCATIONS SHOWN WERE OBTAINED FROM CCTV INVESTIGATION. FINAL LOCATION TO BE DETERMINED DURING CONSTRUCTION. PIT REQUIRED TO RECONNECT.
- CONSTRUCT 18" EXTRA STRENGTH VCP INSTALLATION METHOD PER PROFILE
- CONSTRUCT PRECAST CONCRETE MANHOLE PER SPPWC STANDARD PLAN 200-3
- CONSTRUCT 15" EXTRA STRENGTH VCP INSTALLATION METHOD PER PROFILE
- CONSTRUCT 18" HDPE (HIGH-DENSITY POLYETHYLENE) INSTALLATION METHOD PER PROFILE




Know what's below.
Call before you dig.

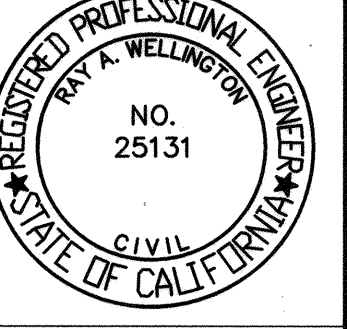
REV.	DATE	BY	DESCRIPTION	APP'D


REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(925) 908-6200
UNDER THE SUPERVISION OF:

RAY A. WELLINGTON
DRAWN BY: SM

12/8/18
DATE
DESIGNED BY: SM/RS | CHECKED BY: RW

SUBMITTED BY:

PATSY OROZCO, CE ASSISTANT II
DATE: 12/24/18

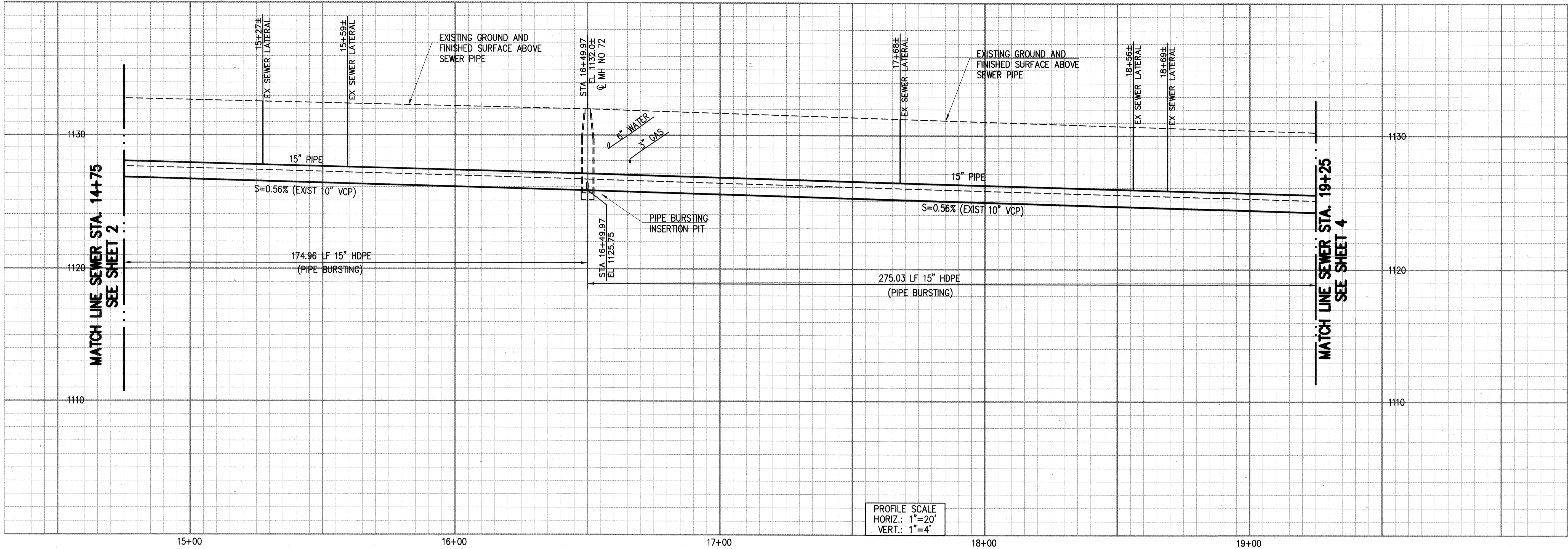

RAY A. WELLINGTON
NO. 25131
CIVIL
STATE OF CALIFORNIA


CITY OF
SAN FERNANDO
HISTORIC & VISIONARY
PUBLIC WORKS DEPARTMENT

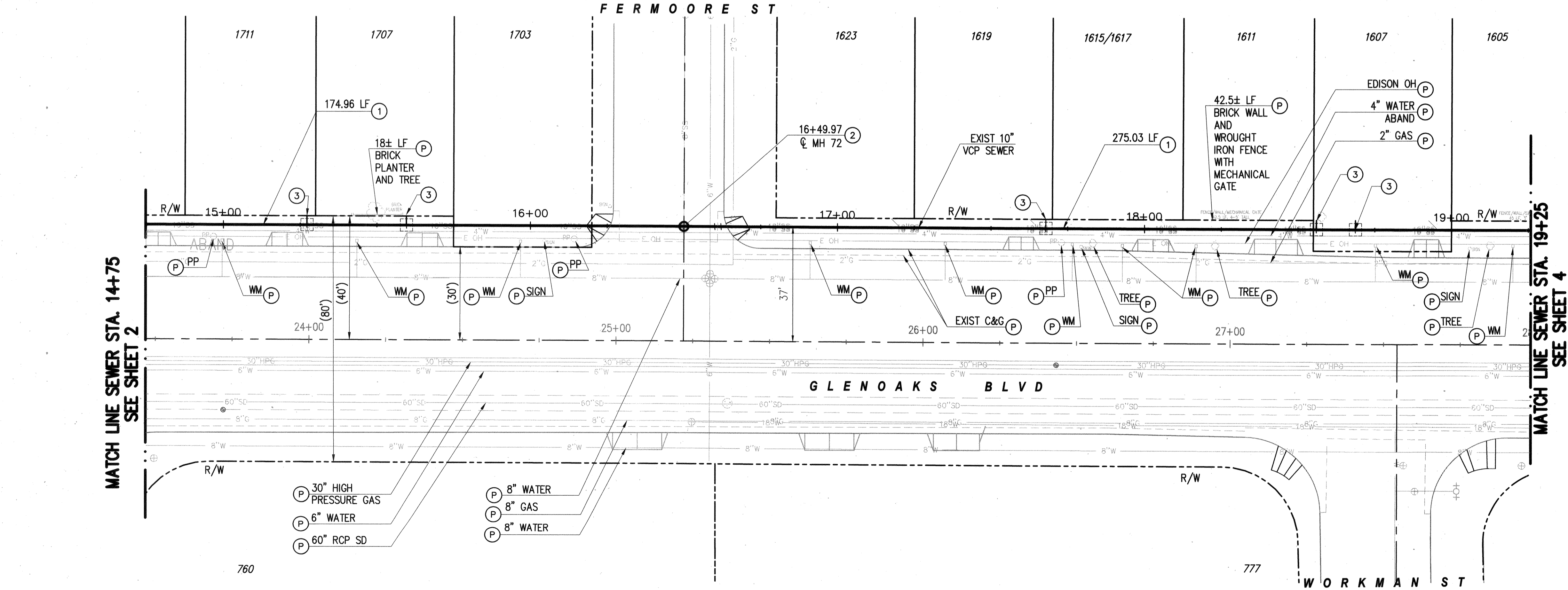
SEWER AND WATER IMPROVEMENT PLAN
GLENOAKS BOULEVARD
ORANGE GROVE AVENUE TO HUNTINGTON STREET

JOB NO. 7608 PLAN NO. P-730

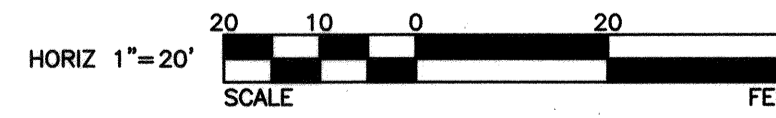
SHEET NO.
2
OF
9




- SEWER NOTES:**
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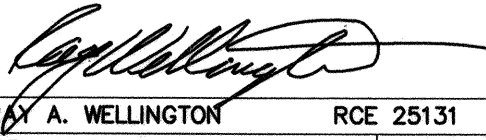


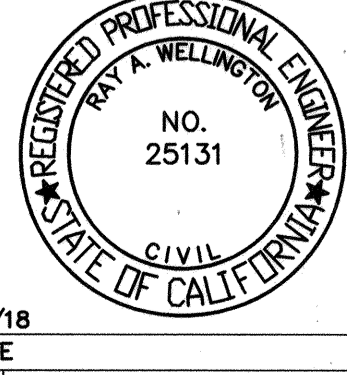


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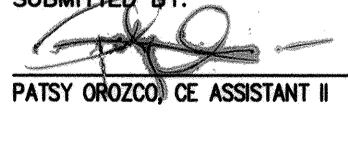
REV.	DATE	BY	DESCRIPTION	APP'D


REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(962) 908-6200
UNDER THE SUPERVISION OF:

RAY A. WELLINGTON RCE 25131 DATE 12/6/18
DRAWN BY: SM DESIGNED BY: SM/RS CHECKED BY: RW



NO. 25131
RAY A. WELLINGTON
CIVIL
STATE OF CALIFORNIA

SUBMITTED BY:

PATSY OROZCO, CE ASSISTANT II
DATE

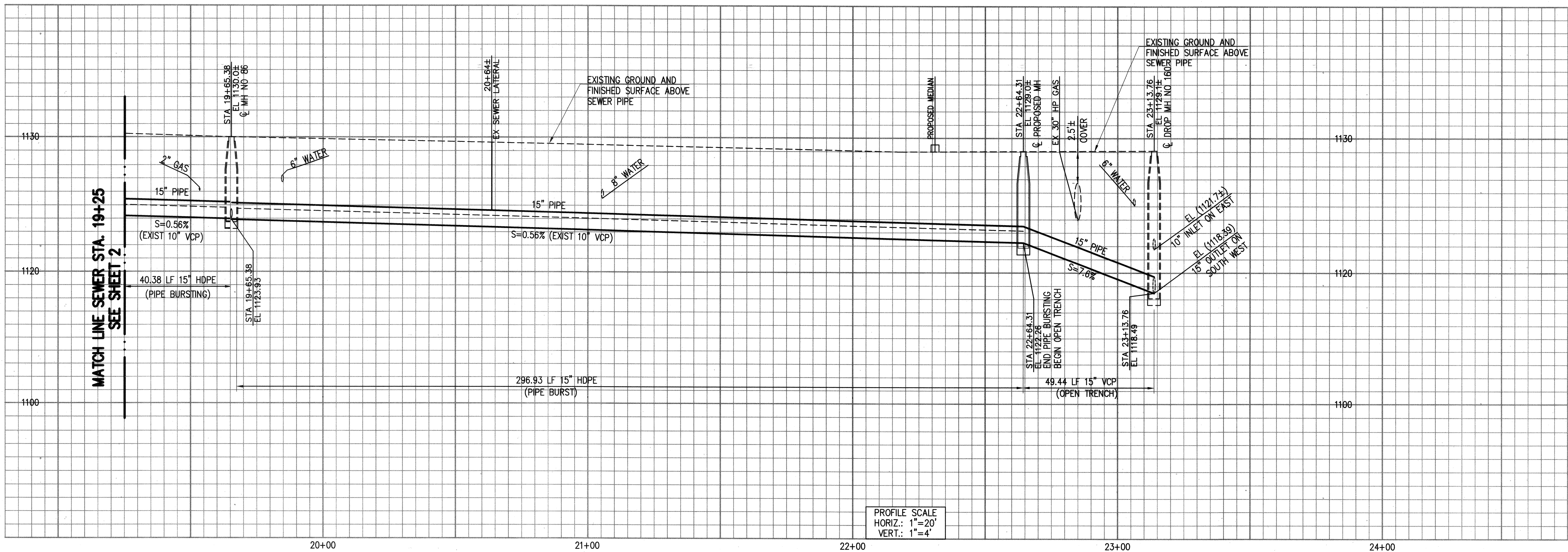


CITY OF
SAN FERNANDO
HISTORIC & VISIONARY
PUBLIC WORKS DEPARTMENT

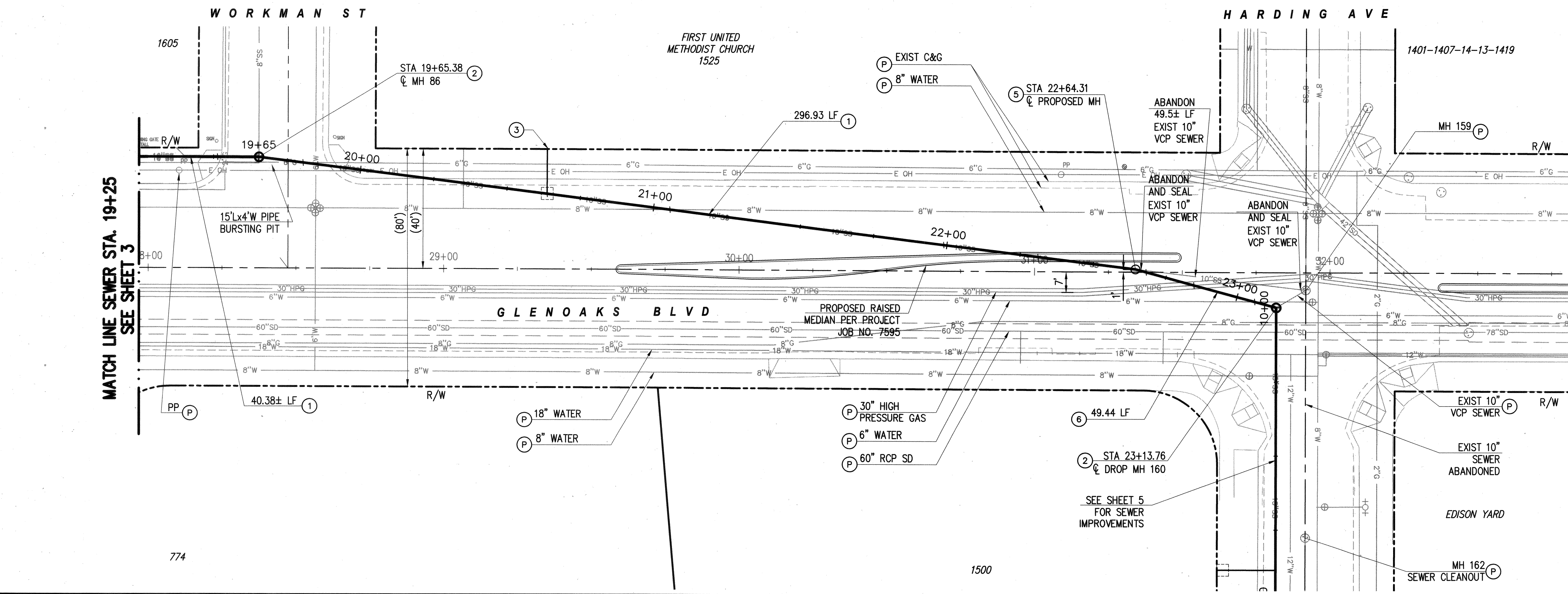
SEWER AND WATER IMPROVEMENT PLAN
GLENOAKS BOULEVARD
HUNTINGTON STREET TO WORKMAN STREET

JOB NO. 7608
PLAN NO. P-730

SHEET NO.
3
OF
9

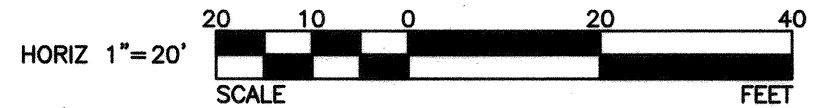


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REVISIONS				
REV.	DATE	BY	DESCRIPTION	APP'VD

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(922) 908-6200
UNDER THE SUPERVISION OF:
[Signature]
RAY A. WELLINGTON RCE 25131 DATE 12/6/18
DRAWN BY: SM DESIGNED BY: SM/RS CHECKED BY: RW

SUBMITTED BY:
[Signature]
PATSY OROZCO, CE ASSISTANT II DATE

REGISTERED PROFESSIONAL ENGINEER
RAY A. WELLINGTON
NO. 25131
CIVIL
STATE OF CALIFORNIA

CITY OF
SAN FERNANDO
HISTORIC & VISIONARY
PUBLIC WORKS DEPARTMENT

SEWER AND WATER IMPROVEMENT PLAN
GLENOAKS BOULVARD
WORKMAN STREET TO HARDING AVENUE

JOB NO. 7608 PLAN NO. P-730

SHEET NO.
4
OF
9

Directory Path: U:\107289 - SF Glenoaks & HSP-7\900-PS&E\901-Plans\901-SSWR-04.dwg, Date: 12/20/18



REVISIONS					REVISIONS				
REV.	DATE	BY	DESCRIPTION	APP'D	REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(952) 908-6200
UNDER THE SUPERVISION OF:

RAY A. WELLINGTON RCE 25131 DATE 12/6/18
DRAWN BY: SM DESIGNED BY: SM/RS CHECKED BY: RW

SUBMITTED BY:

PATSY OROZCO, CE ASSISTANT II DATE

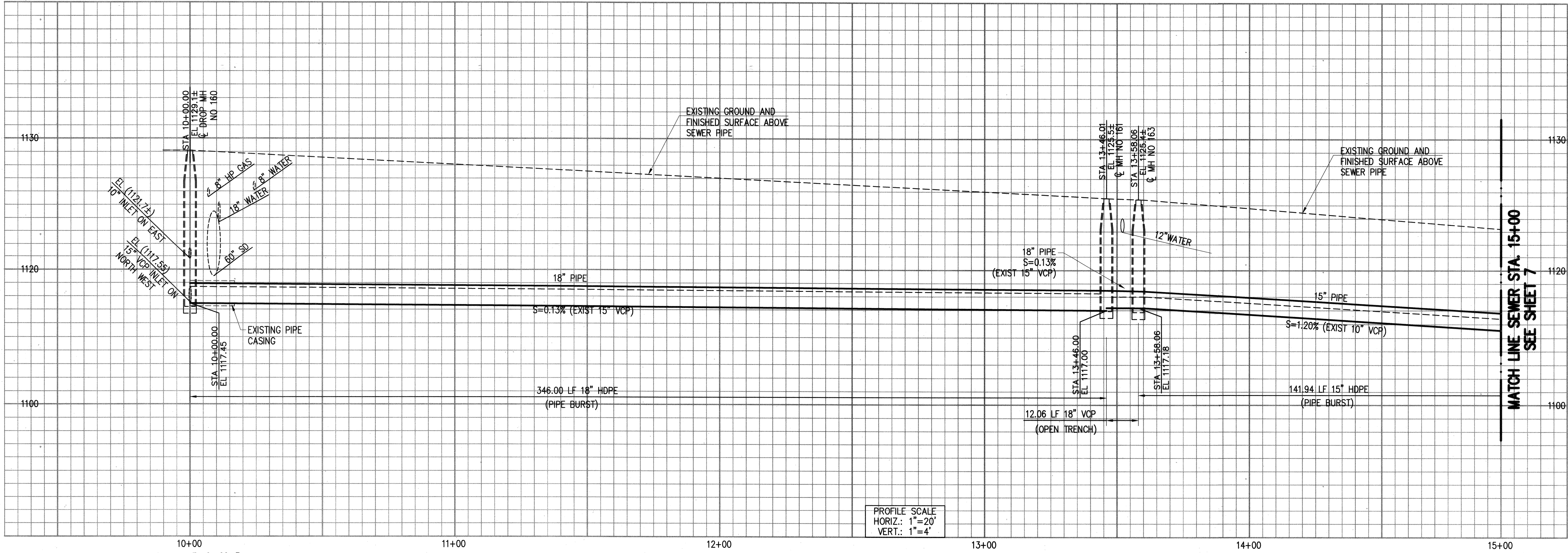
CITY OF
SAN FERNANDO
HISTORIC & VISIONARY

PUBLIC WORKS DEPARTMENT

SEWER AND WATER IMPROVEMENT PLAN
HARDING AVENUE
10+00 TO 15+00

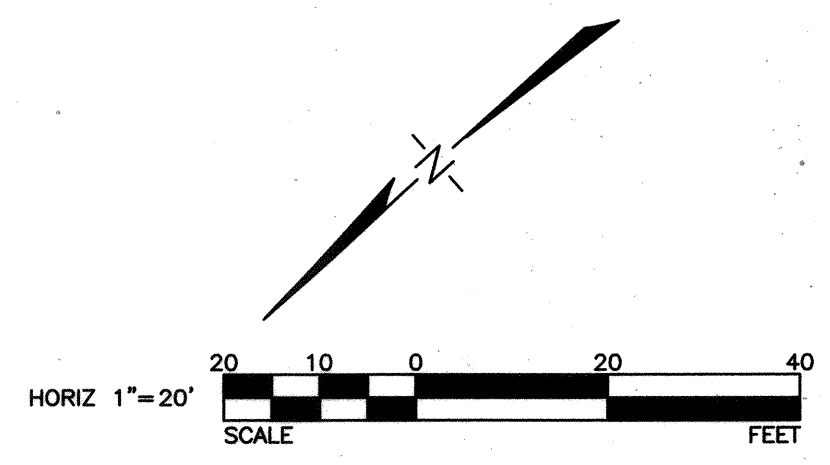
JOB NO. 7608 PLAN NO. P-730

SHEET NO.
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OF
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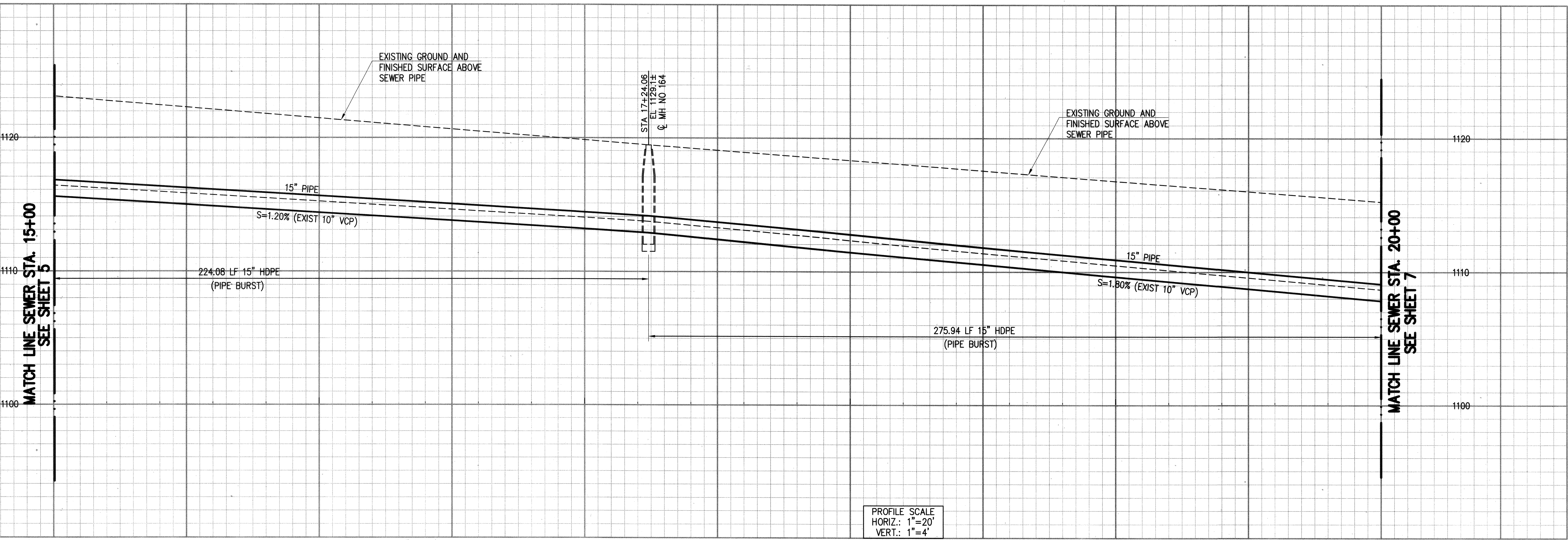


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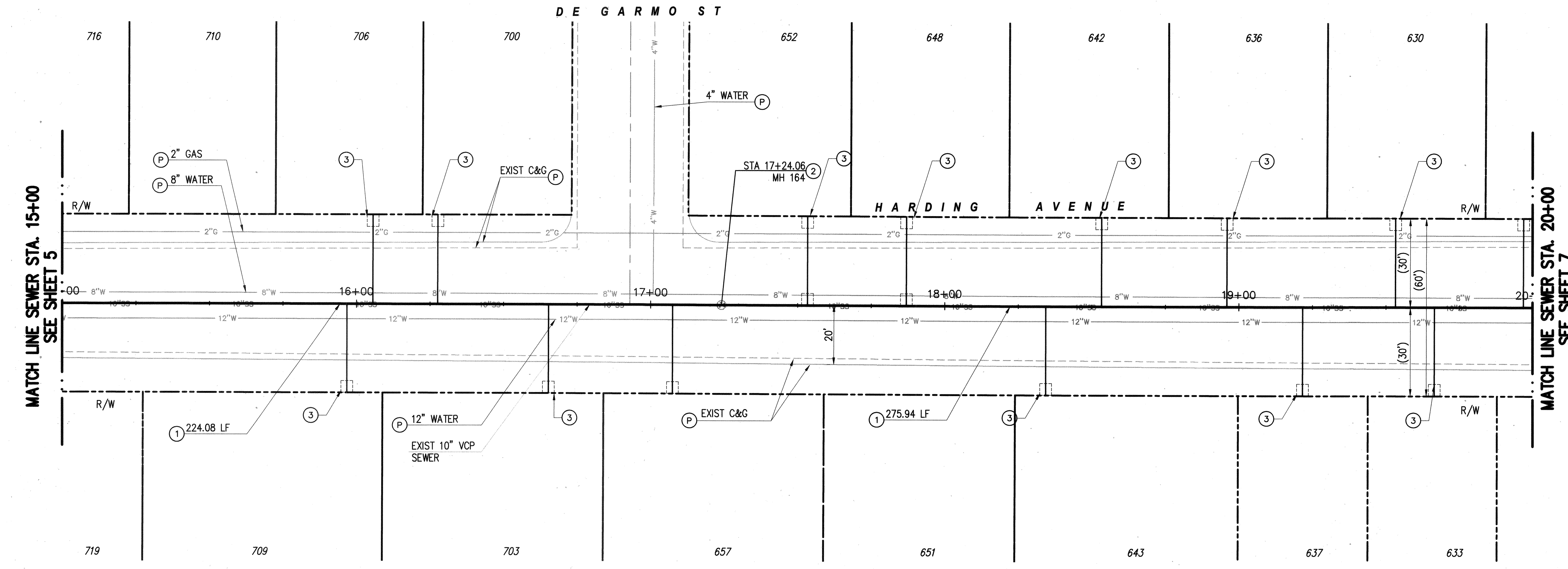
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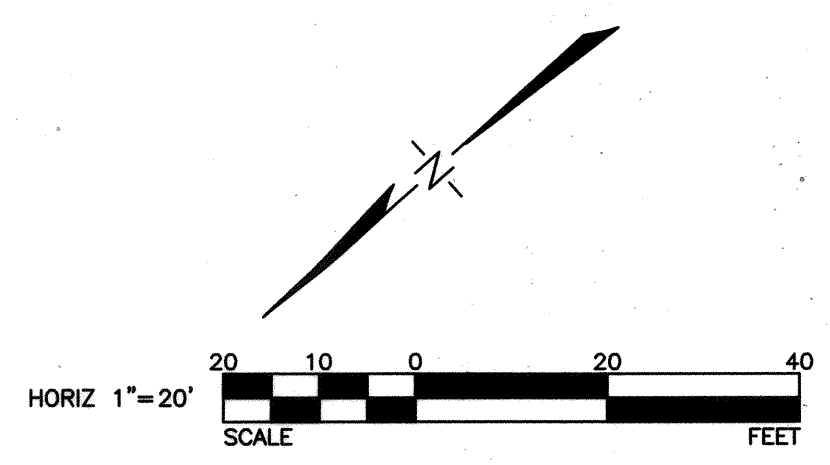
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Know what's below.
Call before you dig.

REV.	DATE	BY	DESCRIPTION	APP'D

REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:

WILLDAN

13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(909) 908-6200

UNDER THE SUPERVISION OF:

[Signature]


RAY A. WELLINGTON RCE 25131 DATE 12/8/18

DRAWN BY: SM DESIGNED BY: SM/RS CHECKED BY: RW

SUBMITTED BY:

[Signature]

PATSY OROZCO, ASSISTANT II DATE



CITY OF
SAN FERNANDO
HISTORIC & VISIONARY

PUBLIC WORKS DEPARTMENT

SEWER AND WATER IMPROVEMENT PLAN

HARDING AVENUE

15+00 TO 20+00

JOB NO. 7608 PLAN NO. P-730

SHEET NO.

6

OF

9

Directory Path: U:\107289 - SF Glenoaks & HSP-7\900-F5&E\901-Plans\p-S&W-06.dwg, Date: 12/20/18



Know what's below.
Call before you dig.

REVISIONS									
REV.	DATE	BY	DESCRIPTION	APP'D	REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:
[Signature]
RAY A. WELLINGTON RCE 25131 DATE 12/6/18
DRAWN BY: SM DESIGNED BY: SM/RS CHECKED BY: RW



SUBMITTED BY:
[Signature]
PATSY OROZCO, CE ASSISTANT II
DATE



CITY OF
SAN FERNANDO
HISTORIC & VISIONARY

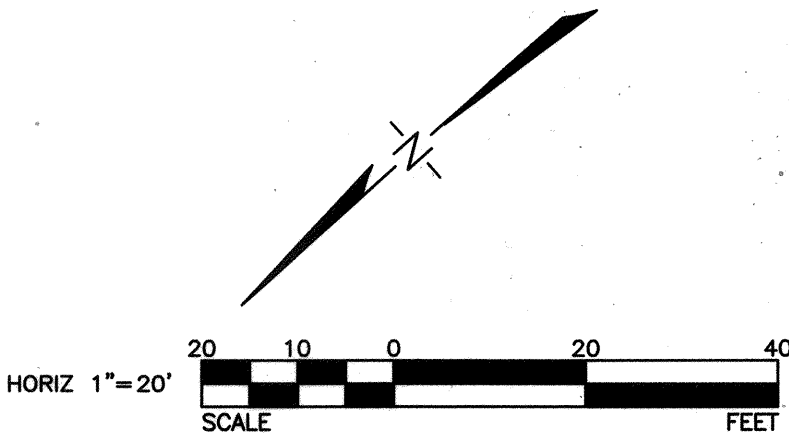
PUBLIC WORKS DEPARTMENT

SEWER AND WATER IMPROVEMENT PLAN
HARDING AVENUE
20+00 TO 23+10.44

JOB NO. 7608

PLAN NO. P-730

SHEET NO.
7
OF
9



SEWER CONSTRUCTION NOTES:

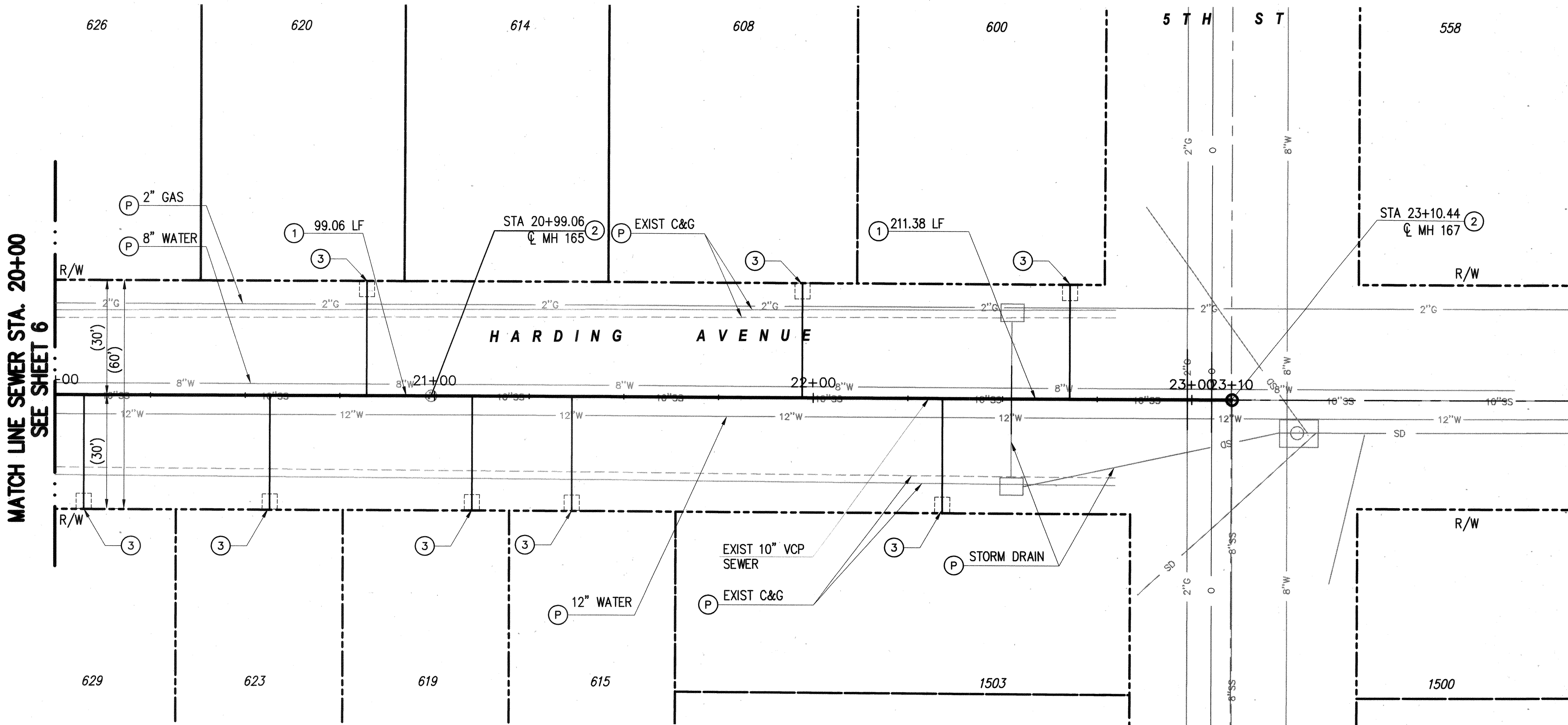
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MATCH LINE SEWER STA. 20+00
SEE SHEET 6

MATCH LINE SEWER STA. 20+00
SEE SHEET 6



PROFILE SCALE
HORIZ.: 1"=20'
VERT.: 1"=4'

Directory Path: U:\107289 - SF Glenoaks & HSP-7\900-PS&T\901-Plans\pl-S&W-07.dwg, Date: 12/06/18



Know what's below.
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REV.	DATE	BY	DESCRIPTION	APP'VD

REVISIONS				
REV.	DATE	BY	DESCRIPTION	APP'VD

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:

RAY A. WELLINGTON RCE 25131 DATE 12/6/18
DRAWN BY: SM DESIGNED BY: SM/RS CHECKED BY: RW

SUBMITTED BY:
PATSY OROZCO, GE ASSISTANT II DATE

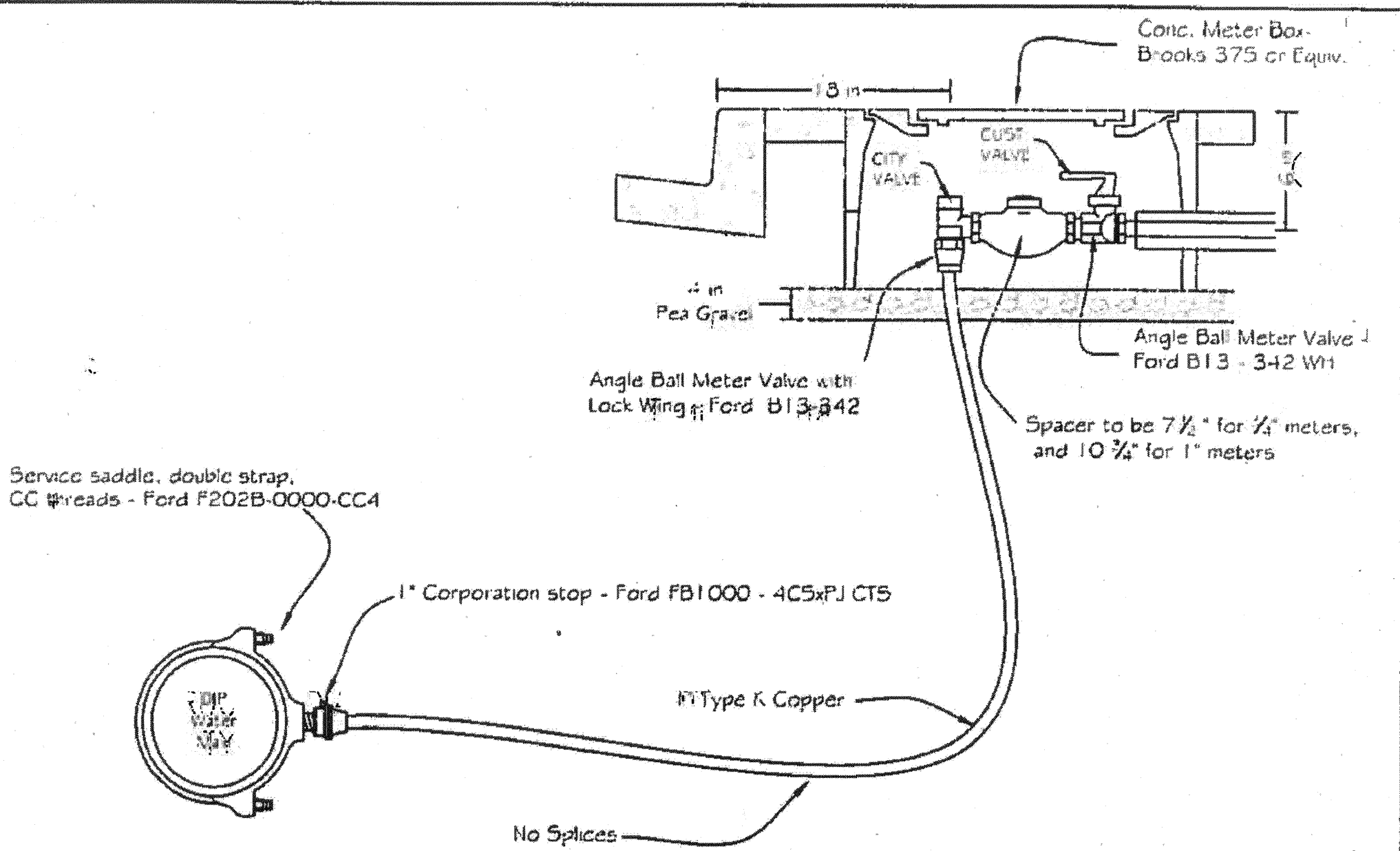
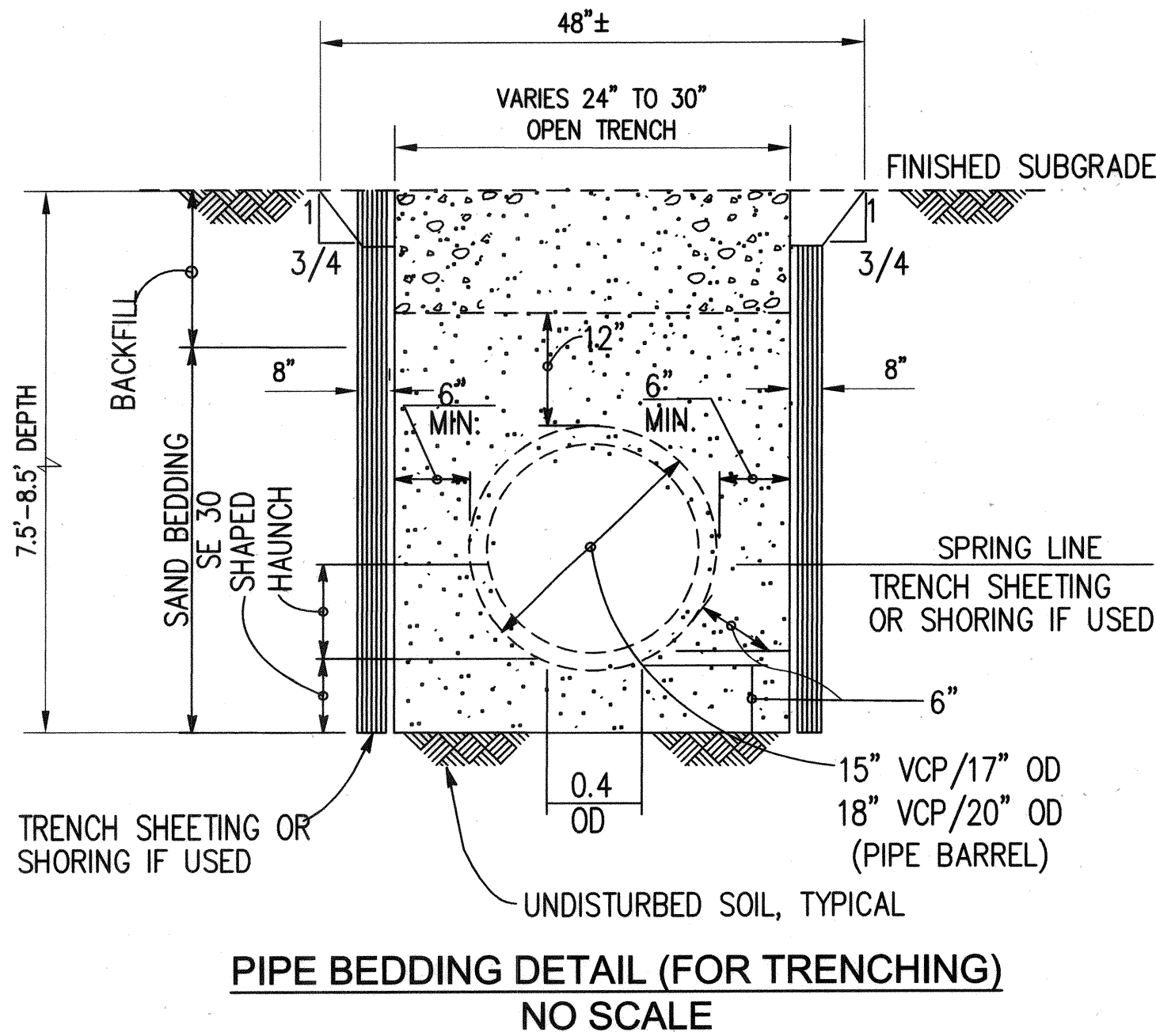
CITY OF
SAN FERNANDO
HISTORIC & VISIONARY

PUBLIC WORKS DEPARTMENT

SEWER AND WATER IMPROVEMENT PLAN
GLENOAKS BOULVARD
SEWER & WATER DETAILS

JOB NO. 7608 PLAN NO. P-730

SHEET NO.
8
OF
9

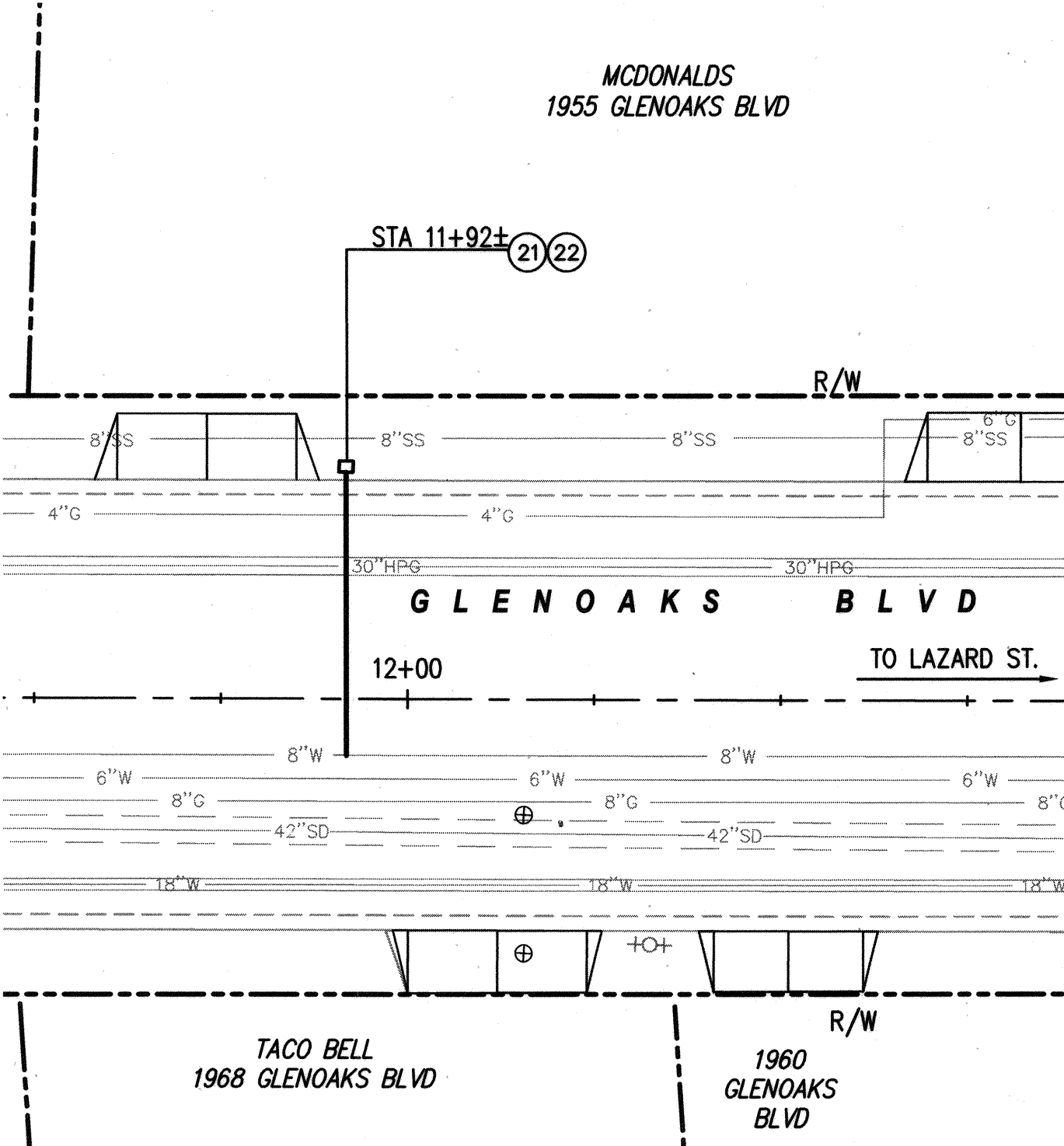


- GENERAL NOTES**
- Meters will be furnished & installed by the city.
 - If the service line is lead or galvanized steel the entire service shall be replaced from main to meter with copper.
 - All customer tie-ins will be with sch. pvc, galv., or copper.
 - Households shall be notified at least one hour prior to water shut off to make a connection.
 - All new services shall be 1" (min.).
 - If service replacement includes the tap at the main, the new connection shall be made 1' from the old connection. The old corp stop shall be closed and a threaded brass plug or cap installed.
 - Any boxes which do not meet the current standards listed shall be upgraded.

RECOMMENDED MATERIALS	MANUFACTURER
Corporation Stop 1"	FORD FB1000 - 4CS x PJ CT5
Angle Meter Stop 1" x 3/4"	FORD BA43-342W
Customer Hand Valve 1" x 3/4"	FORD B13-342HW
Meter Box 12" x 20"	BROOKS 375 or QUICKSET W20 (375)
Double Strap Service Saddle Bronze	FORD 202B-0000-CC4

CITY OF SAN FERNANDO		
SUBMITTED	DATE	CONSTRUCTION STANDARDS
		3/4" and 1" Meter Installation
APPROVED	DATE	

PLATE NO. 19

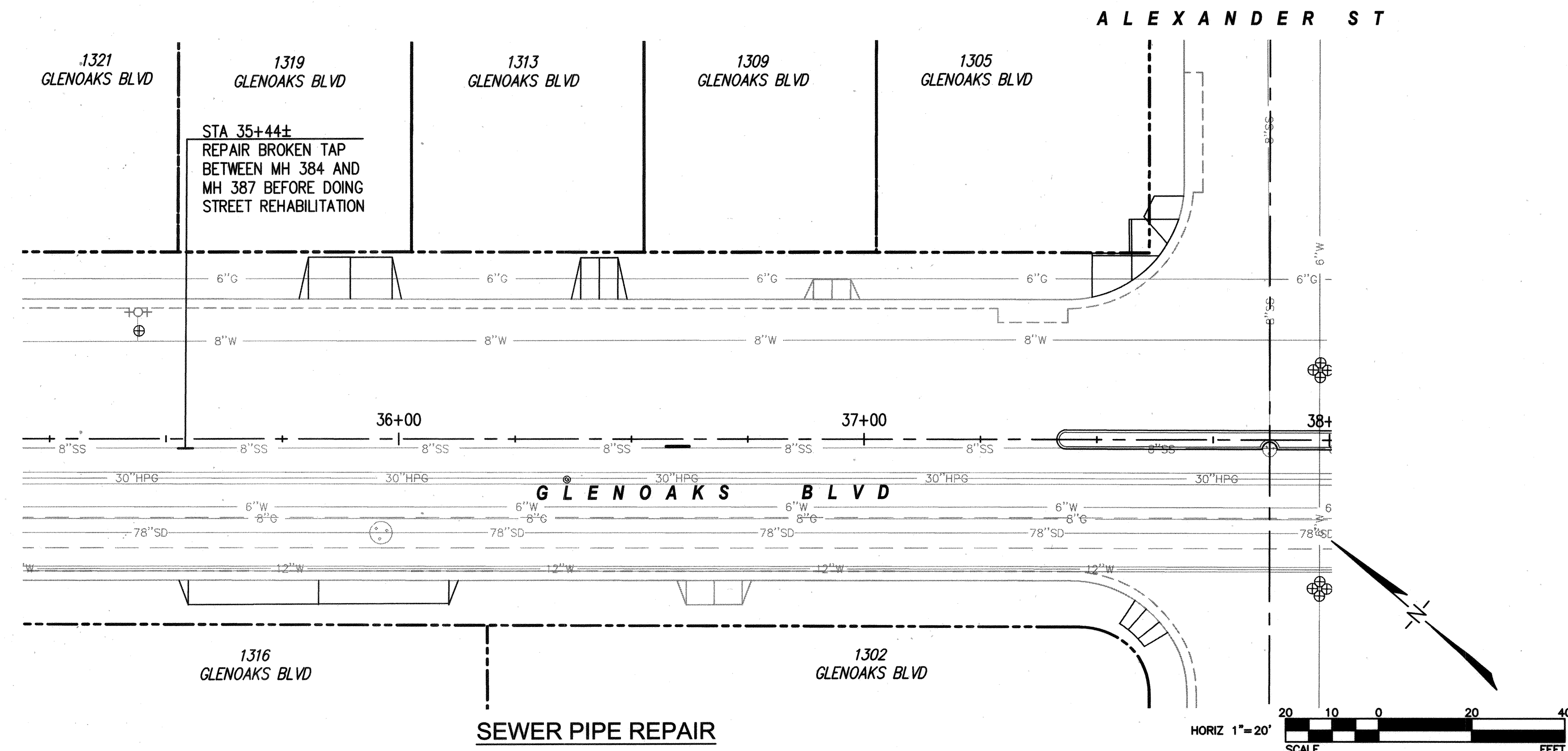


GENERAL SEWER NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREEN BOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CAN NOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREEN BOOK", THE CONTRACTOR SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEER FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY, PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON-METRIC EDITION UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTOR SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES 5 FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY AND PROVIDE COPY TO THE CITY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT OF WAY WITHOUT OBTAINING SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERE TO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-227-2600 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPE, IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE WATER COMPANY FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. STATIONING REFERS TO THE CENTERLINE OF SEWER EXCEPT WHERE OTHERWISE NOTED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CONSTRUCTION SURVEY OR CONSTRUCTION CONTROL STAKING TO ENABLE THE CITY CONSTRUCTION INSPECTOR TO CHECK AND VERIFY WITH THE PLAN GRADES.
15. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCH MARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
16. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCH MARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCTION SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
17. THE CONTRACTOR SHALL MAINTAIN STREET ACCESS FOR LOCAL RESIDENTS AND BUSINESSES AT ALL TIMES. A MINIMUM 12 FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCTION AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
18. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
19. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT-OF-WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
20. NO EXCAVATION BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY CONSTRUCTION INSPECTOR.
21. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION. FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE RE-WORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
22. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODEABLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
23. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
24. SANITARY SEWER PIPE LINES SHALL BE CONSTRUCTED OF VITRIFIED CLAY PIPE (VCP) EXTRA STRENGTH CLASS OR HDPE (HIGH-DENSITY POLYETHYLENE) AND SHALL CONFORM TO PROVISIONS AS DESCRIBED IN THE CONTRACT SPECIFICATIONS.
25. NO OPEN TRENCH SHALL BE ALLOWED AT THE END OF THE DAY WITHOUT PRIOR APPROVAL OF THE CITY ENGINEER.
26. FOR VCP ONLY SEWER, SHORT VCP STUBS WITH FLEXIBLE COMPRESSION JOINTS SHALL BE USED AT MANHOLE WALLS TO ALLOW FOR MINOR DEFLATIONS IN ALIGNMENT.
27. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXPOSE EXISTING FACILITIES, AND VERIFY ELEVATION AND LOCATION OF CONNECTIONS. CITY APPROVAL OF CONNECTIONS TO EXISTING FACILITIES DOES NOT IMPLY CORRECTNESS OF ELEVATIONS OR LOCATIONS SHOWN ON THE PLANS.
28. IF EXISTING UTILITIES OR ANY OTHER FACILITIES CONFLICT WITH THE PROPOSED IMPROVEMENTS, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND ALL AFFECTED AGENCIES IMMEDIATELY.
29. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
30. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
31. ALL MANHOLES, CLEANOUTS, FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING.
32. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
33. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.

WATER IMPROVEMENT
2040 GLENOAKS BLVD

- HORIZ 1"=20'
-
- SCALE FEET



PLANS PREPARED BY:

 **WILLDAN**
Engineering


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13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200

UNDER THE SUPERVISION OF:



RAY A. WELLINGTON	RCE 251:
DRAWN BY: SM	DESIGNED BY:



CITY OF
SAN FERNANDO
HISTORIC & VISIONARY

PUBLIC WORKS DEPARTMENT

JOB NO. 7608

PLAN NO. P-730

SHEET NO.
9
OF
9



Know what's **below**.
Call before you dig.

[illegible]



ATTACHMENT "B"
CONTRACT NO. 1909

CONSTRUCTION CONTRACT/AGREEMENT

GRBCON, INC.

Glenoaks Boulevard Street Sewer and Water Improvement Project,
Project No. 7608, Plan No. P-730

THIS AGREEMENT, made and entered into this 18th day of March, 2019, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and GRBCON, Incorporated "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 **Glenoaks Boulevard Street Sewer and Water Improvements Project, Job No. 7608, Plan No. P-730**, 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: **Glenoaks Boulevard Street Sewer and Water Improvements Project, Job No. 7608, Plan No. P-730** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated 2/26/19.

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 the stipulated sum of ONE MILLION, NINETY-TWO THOUSAND, FOUR HUNDRED NINETY-SIX DOLLARS (\$1,092,496.00).

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 **sixty (60)** working days from the date the Notice to Proceed is issued.

CONSTRUCTION CONTRACT/AGREEMENT**Glenoaks Boulevard Street Sewer and Water Improvements Project, Job No. 7608, Plan No. P-730**Page 2 of 4

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.

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:

CONSTRUCTION CONTRACT/AGREEMENT**Glenoaks Boulevard Street Sewer and Water Improvements Project, Job No. 7608, Plan No. P-730**Page 3 of 4

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.

CONSTRUCTION CONTRACT/AGREEMENT**Glenoaks Boulevard Street Sewer and Water Improvements Project, Job No. 7608, Plan No. P-730**

Page 4 of 4

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 _____

TitleCITY OF SAN FERNANDO
A Municipal Corporation

NICK KIMBALL
CITY MANAGER

ATTEST:

ELENA G. CHÁVEZ
CITY CLERK

APPROVED AS TO FORM:

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

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Yazdan T. Emrani, P.E., Director of Public Works/City Engineer

Date: March 18, 2019

Subject: Consideration to Approve Allocation of Community Development Block Grant (CDBG) Funds for Fiscal Year (FY) 2019-2020

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Resolution No. 7906 (Attachment "A") approving the allocation of CDBG Funds for a Public Improvement Project in FY 2019-2020; and
- c. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission (LA CDC) for approval.

BACKGROUND:

1. The City of San Fernando receives an annual allocation of federal CDBG funding from the U.S. Department of Housing and Urban Development (HUD) through its participation in the Los Angeles Urban County CDBG Program administered by the LA CDC. CDBG funds can only be used for eligible Community Development projects meeting national program goals, which include assisting the low and moderate income residents of the community.
2. This will be the 45th year that the federal government has made CDBG funds available to counties and cities across the nation, hence CDBG funding for the upcoming fiscal year (FY 2019-2020) is referred to as "45th year" CDBG grant funds.
3. FY 2019–2020 will be the fourth year the City is expecting to receive and program CDBG funds. From fiscal years 2006-2007 through 2014-2015, the City used the annual allocation of CDBG funds to cover a majority of the annual loan repayment amount to the LA CDC for the City's Section 108 Loan.

Consideration to Approve Allocation of City's Community Development Block Grant (CDBG) Funds for Fiscal Year (FY) 2019-2020Page 2 of 4

4. The total amount available in the coming fiscal year, FY 2019-2020, is \$246,940.

ANALYSIS:Eligible Expenditures.

To be eligible for CDBG funding consideration, the City's proposed project(s) must meet one of the following two national program general objectives:

- ✓ To benefit low and moderate income persons; and/or
- ✓ To aid in the prevention neighborhood deterioration.

Projects submitted under the low and moderate income objective can be qualified by one of two methods. It can be located and primarily serve residents within the "eligible area-benefit zones" (Attachment "B"), or it can be approved as a "direct benefit" project. A direct benefit project is one directly serving only low and moderate income individuals, whose eligibility is determined by obtaining individual/household income and residency verification.

If the project is being submitted under the objective of aiding in the prevention of neighborhood deterioration, the LA CDC requires documentation substantiating deteriorated conditions in the proposed project area. In prior years, a location within an approved redevelopment project area qualified as a project under a presumed slum and blight determination. However, due to the age of many redevelopment plans, this presumed declaration is no longer employed by the CDC.

At least 85% of the yearly CDBG allocation must be used to benefit low and moderate income persons. A maximum of 15% of the current year allocation may be devoted to public service projects or programs. CDBG funding is no longer available to pay for the planning and administration as a separately funded program/activity. However, the City can recover planning and administration costs incurred within the administration and implementation of an approved CDBG funded program/project.

Procedure.

In order to receive federal CDBG funds through the LA CDC, the City must determine its intended allocations of available CDBG funds for the upcoming fiscal year, provide an opportunity for public input and comment on such proposed uses, and submit an adopted City Council Resolution or approved City Council meeting minutes to the LA CDC conveying the City's intended allocations. These intended uses are then reviewed by the LA CDC and approved if they are in conformance with federal CDBG eligibility requirements and LA CDC procedures.

The City utilizes the noticed public hearing process to accept public comments and input regarding the CDBG program and the proposed allocation of funds for the upcoming 45th

Consideration to Approve Allocation of City's Community Development Block Grant (CDBG) Funds for Fiscal Year (FY) 2019-2020

Page 3 of 4

program year. This Public Hearing has been noticed by posting in the City Hall bulletin board (See Attachment "C".)

Adoption of the attached Resolution (Attachment "A") will document the City's process and the City Council's determinations on planned allocations of available CDBG funding for the upcoming 45th CDBG program year. Submittal of such an adopted resolution to the CDC prior to their deadline will assure timely review and approval by the LA CDC, and thus availability of these CDBG funds to the City at the start of the upcoming fiscal year in July 2019.

Proposed CDBG Funds Allocations.

Staff is recommending that the City Council consider funding the following project with CDBG funds for FY 2019-2020 (45th Program Year):

- **Street, Curb/Curb Ramp and Gutter Rehabilitation Projects for FY 2019-2020 (Funding Allocation: \$246,940).** Per federal and LA CDC guidelines for the use of CDBG Funds, the proposed street, curb and gutter, ADA ramps work undertaken as part of this project would occur in the community's eligible low and moderate income neighborhoods. It is recommended that the City Council use the full amount to undertake needed street, curb/curb ramp, gutter work within LA CDC determined eligible areas within the City of San Fernando. Use of the CDBG funds in this manner will continue to support the City's larger capital improvement efforts being developed by the City to address the community's aging infrastructure that includes our City streets and sidewalks that have suffered from years of deferred maintenance. A target location has been identified on San Fernando Road, including public right-of-way areas, from San Fernando Mission Boulevard to South Maclay Avenue and Pico Street between from Kalisher Street to South Brand Boulevard.

Based on the foregoing analysis and recommendations, staff has prepared a Resolution (Attachment "A") for submittal to the LA CDC providing for the proposed allocation of 45th CDBG program year CDBG funds in the City budget for the upcoming fiscal year (FY 2019-2020) as indicated in the table that follows:

Project	Amount
Street, Curb/Curb Ramp and Gutter Rehabilitation For FY 2019-2020	\$246,940
<i>Subtotal - FY 2019-2020 CDBG Budget Allocation</i>	\$246,940
<i>Subtotal – Unallocated Funds</i>	\$0
<i>Total CDBG Funds available for Project</i>	\$246,940

Consideration to Approve Allocation of City's Community Development Block Grant (CDBG) Funds for Fiscal Year (FY) 2019-2020Page 4 of 4

BUDGET IMPACT:

The allocation of \$246,940 in CDBG funds toward the proposed street improvement project must be used in a low- and moderate-income area of the community and will supplement the amount of unrestricted City General, State Gas Tax, Proposition A and C, and Measure R Funds that are being used to upgrade the City's streets.

CONCLUSION:

Staff has prepared the attached Resolution (Attachment "A") concerning proposed allocations of CDBG grant funds for FY 2019-2020. It is staff's assessment that the proposed project allocation will utilize these funds in a manner consistent with the City Council's community development objectives, and in conformance with CDBG regulatory requirements. Pending public testimony and City Council discussion at the Public Hearing, City Council adoption of the Resolution on March 18, 2019, will ensure timely LA CDC approval of projects by the July 1, 2019 program year start date.

ATTACHMENTS:

- A. Resolution No. 7906
- B. Eligible Area-Benefit Zones Map
- C. Public Notice

ATTACHMENT "A"**RESOLUTION NO. 7906****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, APPROVING PROJECTS FOR
FORTY-FIFTH PROGRAM YEAR (2019-2020) COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDING**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of San Fernando has received notification of the estimated availability of \$246,940 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2019-2020; and

WHEREAS, project proposals have been requested for the programming of these funds; and

WHEREAS, the City has published information regarding eligible activities under the Act and has duly noticed and conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

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

SECTION 1: That the City of San Fernando desires to fund eligible Community Development Block Grant Projects with 45th Program Year Funds.

SECTION 2: That City staff is hereby directed to submit to Los Angeles County, through this document, the City's intent to approve and fund the listed project.

SECTION 3: That City staff is hereby directed to prepare and submit documentation required for the approval and implementation of approved 45th Program Year Community Development Block Grant Fund projects as may be amended and as may be necessary.

SECTION 4: That the City Manager is directed and authorized to submit the City's final list of proposed updated projects for Fiscal Year 2019-2020 to the County of Los Angeles, reflecting the funding allocations set forth herein, as indicated in Exhibit "A". Should the City's final allocation vary from the allocated figures contained herein, the City Manager is authorized to allocate the variance in an amount not to exceed 10% of the approved project allocations.

SECTION 5: That the City Manager is directed and authorized to execute all documentation required for CDBG program and project implementation for Fiscal Year 2019-2020 as may be necessary.

SECTION 6: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and this certification to be filed in the Office of the City Clerk, and said copy to be submitted to the County of Los Angeles.

PASSED, APPROVED, AND ADOPTED this 18th day of March, 2019.

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 18th day of March, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

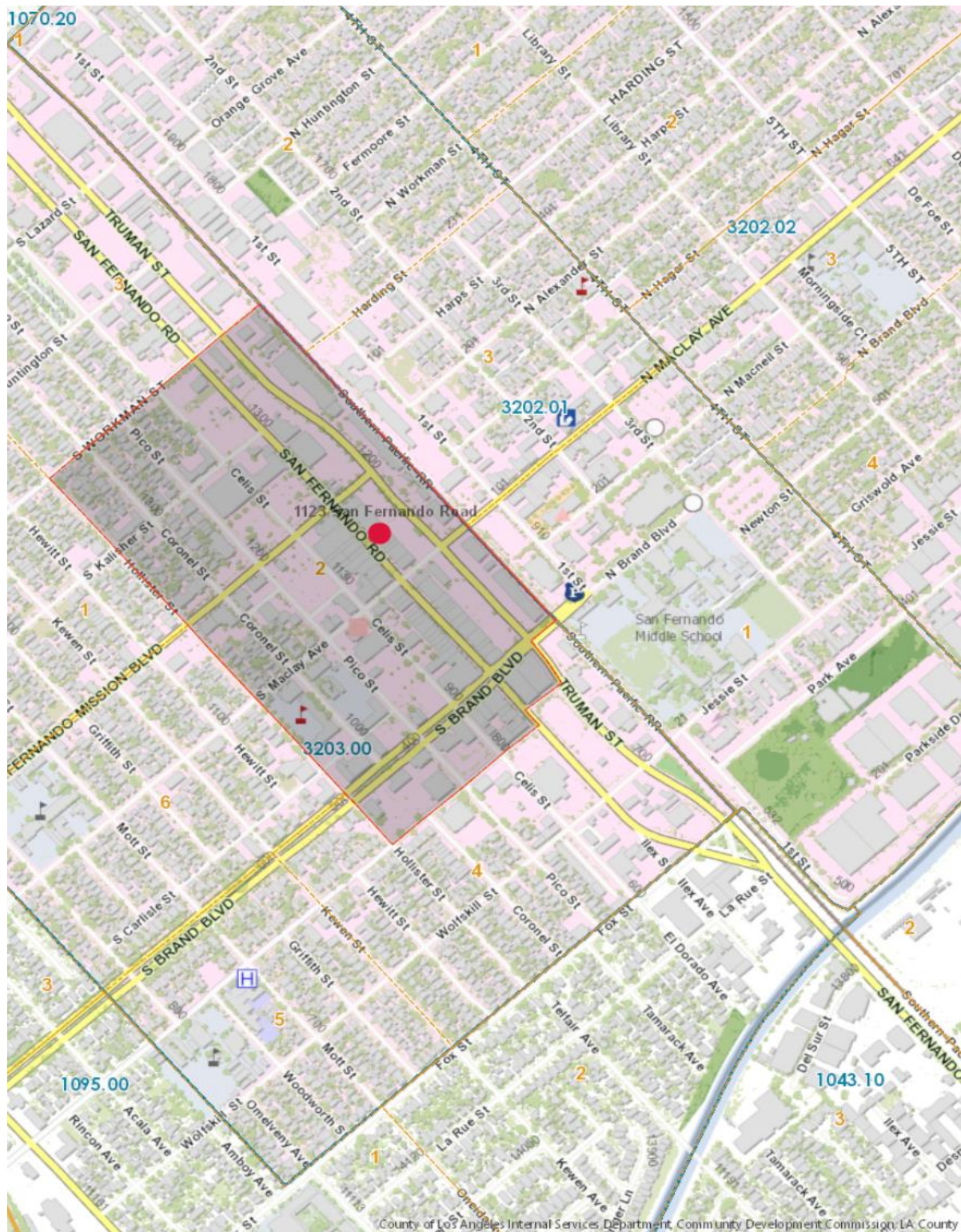
EXHIBIT “A”

**CITY OF SAN FERNANDO
FORTY-FIFTH PROGRAM YEAR (FY 2019-2020)
COMMUNITY DEVELOPMENT BLOCK GRANT
APPROVED PROJECTS- UPDATED**

SUBMITTING ORGANIZATION	PROJECT TITLE	FY 2018-2019 CDBG Allocation
CITY OF SAN FERNANDO Community Development	Street, Curb/Curb Ramp and Gutter Rehabilitation For FY 2019-2020	\$246,940
TOTAL		\$246,940

ATTACHMENT "B"

ELIGIBLE AREA-BENEFIT ZONES MAP





ATTACHMENT "C"

NOTICE OF PUBLIC HEARING**THE CITY COUNCIL OF
THE CITY OF SAN FERNANDO**

NOTICE IS HEREBY GIVEN of a Public Hearing to be held before the City Council of the City of San Fernando to consider and approve funding for projects for 45th Program Year (July 1, 2019 - June 30, 2020) Community Development Block Grant (CDBG) funding as part of the CDBG Consolidated Plan (Action Plan). If approved by the San Fernando City Council, the City will submit the request to use the City-allocated CDBG funds to the U. S. Department of Housing and Urban Development.

City of San Fernando
Pico Street & San Fernando Road Improvements
(FY 2019-2020)
2019 Projected HUD Annual Funding Allocation: \$246,940

The project will use the anticipated 2019 HUD Allocation of CDBG Funds to undertake one project that includes street, curb and gutter, ADA ramps, on Pico Street from Kalisher Street to Brand Blvd. and San Fernando Road from San Fernando Mission Blvd. to Maclay Avenue. This area is within the City's eligible low- and moderate-income neighborhoods.

Anyone wishing to comment should submit written comments by Monday, March 18, 2019. In addition, all interested parties wishing to comment are also invited to attend the Public Hearing. Public testimony regarding the proposed matter will be heard by the City Council on:

DATE: Monday, March 18, 2019
TIME: 6:00 P.M.
LOCATION: Council Chambers
117 Macneil Street
San Fernando, CA 91340-2993

If you wish to challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at or prior to, the public hearing.

For further information on programs administered by the City San Fernando, you may log on to our website at: www.sfcity.org. You can also contact the City Manager, Nick Kimball via phone at (818) 898-1202 or send written correspondence to the City at: City of San Fernando, 117 Macneil Street, San Fernando, CA 91340. For information on programs administered by the Los Angeles County Community Development Commission, you can log on to www.lacdc.org.

Nick Kimball
City Manager

DATED: March 4, 2019
PUBLISH: March 4, 2019

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: March 18, 2019

Subject: Consideration to Approve a Partnership with the Fernandeno Tataviam Band of Mission Indians' Education and Cultural Learning Department Related to the Youth Reinvestment Grant Through the California Board of State and Community Corrections

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a partnership with the Fernandeno Tataviam Band of Mission Indians' Education and Cultural Learning Department (dba Pukúu Cultural Community Services) to provide youth diversion services;
- b. Serve as Applicant and Lead Public Agency for the Youth Reinvestment Grant through the California Board of State and Community Corrections;
- c. Authorize waiver of facility use fees and staff time as in-kind contributions to meet the required match; and
- d. Authorize use of the City seal, logo and social media on digital and print material related to the program, pursuant to City Council Resolution No. 6904; and
- e. Authorize the City Manager to sign the grant application and execute all related documents.

BACKGROUND:

1. In March 2019, the Fernandeno Tataviam Band of Mission Indians Education and Cultural Learning Department (ECLD) approached the City with an opportunity to partner on the Youth Reinvestment Grant (YRG) opportunity offered through the State of California Board of State and Community Corrections (BSCC) (Attachments "A", "B", and "C").
2. The YRG was established by the State of California in 2018 to partner with local municipalities and non-government organizations to support diversion programs for minors.

Consideration to Approve a Partnership with the Fernandeño Tataviam Band of Mission Indians' Education and Cultural Learning Department Related to the Youth Reinvestment Grant Through the California Board of State and Community Corrections

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The programs must be trauma informed, evidence based, culturally relevant, and developmentally appropriate in communities that lack services, have high juvenile arrest rates, and have high racial/ethnic disproportionality.

3. Diversion programs may incorporate educational services (including academic and vocational skills), mentoring services, and mental health or behavioral health services.
4. The YRG requires three entity types for each grant: 1) Applicant (must be a city or county), 2) Lead Public Agency (may be the Applicant or a department within the Applicant's organization), and 3) a Non-Governmental Organization (NGO).
5. The YRG awards three-year grants with a minimum amount of \$50,000 and a maximum amount of \$1 million spread over the three-year term. The application deadline is March 29, 2019.

ANALYSIS:

The BSCC Youth Reinvestment Grant's primary goal is to support programs that assist at-risk youth with avoiding initial contact with law enforcement or avoiding further involvement in the juvenile justice system.

The ECLD has developed a program that helps guide Indigenous youth and youth of color to reclaim family and community with positive contributions; recruits through school, city and county referrals; diverts low-level offenders from initial contact with the juvenile justice system; uses approaches that are evidence-based, culturally relevant, trauma-informed, and developmentally appropriate; and provides academic education, mental health, behavioral health, and mentoring.

With a Mission Statement to revitalize Indigenous worldview among youth, families, and communities of color with culturally responsive healing practices and to reduce youth contact with law enforcement and rebuild community led restorative justice practices, the program objectives include three elements:

- Self (Assessment and Empowerment) – Assess each youth in their mental and behavioral health. Identify areas where the program can provide them direction and empowerment.
- Family (Healing Support) – Provide families added structure to facilitate healthy and supportive homes to foster healing.

Consideration to Approve a Partnership with the Fernandeano Tataviam Band of Mission Indians' Education and Cultural Learning Department Related to the Youth Reinvestment Grant Through the California Board of State and Community Corrections

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- Community (Interconnectivity and Restoration) – Through family interconnectivity, the program will foster positive cultural pathways towards restorative justice.

ECLD staff has approached the City to propose a partnership whereby the City will serve as the Applicant and Lead Public Agency and ECLD will serve as the NGO providing the services. ECLD is proposing applying for the maximum \$1 million grant amount (approximately \$333,000 per year). Each entity's responsibilities are outlined below.

City Responsibilities:

- Review, sign, and submit the grant application as the Applicant.
- Serve as the Lead Public Agency to coordinate local implementation efforts with the NGO and collect service and diversion data provided by NGO and other government agencies.
- City receives 10% of total award to cover the cost of duties as Lead Public Agency.
- Provide 10% match (can be provided as in-kind services)

ECLD Responsibilities:

- Prepare the grant application.
- Deliver the diversion services to minors, which includes the following:
 - Hire/contract two Outreach Workers to recruit youth (from schools, foster care, rehabilitation centers, juvenile hall, streets, etc.) and facilitate workshops, presentations, and liaise between ECLD and the City;
 - Hire/contract four Case Workers to intake client cases, conduct assessments and create plans of action;
 - Hire/contract two Support Staff to organize, secure and maintain data and drive company vehicles;
 - Hire/contract a Program Administrator to manage the grant budget, staff, programs, and contractors; and
 - Enter into contracts with other specialized service providers to meet program needs.
- ECLD receives 90% of the total award to provide the diversion services described above.

Consideration to Approve a Partnership with the Fernandeño Tataviam Band of Mission Indians' Education and Cultural Learning Department Related to the Youth Reinvestment Grant Through the California Board of State and Community Corrections

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BUDGET IMPACT:

The proposed grant application will be for the maximum amount of \$1 million, approximately \$333,000 per year, which requires a minimum match of 10%, or 100,000 over the 3-year term. The match amount may be met through cash or in-kind contributions. In-kind match is the project's contribution of non-cash outlay of materials or resources to support YRG Program activities.

The City proposes meeting the match requirement through in-kind use of City facilities to host the programs funded by the proposed grant as well as providing two to three hours per week of staff time to coordinate activities with ECLD staff. The estimated annual value of the fee waivers for use of the City facilities is outlined in the table below:

In-kind Contribution	Number of Participants	Duration	Estimated Annual Cost
Sports Field: Physical Activities	50 to 60	1 day per week (September – May)	\$ 2,800
		5 days per week (Summer Camp; June – August)	\$ 13,500
Multi Purpose Room: Group Space for Workshops	20 to 25	2 days per week	\$ 7,900
Multi Purpose Room: Group Space for Larger Activities	40	2 days per week	\$ 7,900
Multi Purpose Room: Banquet Space for Events	80 to 100	1 day per month	\$ 6,500
City Staff Liaison	1	2 to 3 hours per week	\$ 4,500
Multiple Rooms: Conference Space Organized by Youth for Youth Compartments	120	1 day per year (August)	\$ 1,700
TOTAL			\$ 44,800

Consideration to Approve a Partnership with the Fernandeno Tataviam Band of Mission Indians' Education and Cultural Learning Department Related to the Youth Reinvestment Grant Through the California Board of State and Community Corrections

Page 5 of 5

CONCLUSION:

Staff recommends that City Council discuss the proposed partnership with the Fernandeno Tataviam Band of Mission Indians' ECLD to provide at-risk youth diversion services and direct staff as deemed appropriate.

ATTACHMENTS:

- A. Fernandeno Tataviam Band of Mission Indians' ECLD Presentation
- B. BSCC California Youth Reinvestment Grant Program Request for Proposals
- C. BSCC California Youth Reinvestment Grant Program Bidder's Conference Presentation

PASÉK'VITAM P'U'Ú AMÍNUKTU: SAN FERNANDO YOUTH REINVESTMENT PROGRAM

Fernandeño Tataviam Band of Mission Indians'
Education & Cultural Learning Department

Director, Makha Blu Wakpa, PhD



PROGRAM DETAILS

- Helps guide Indigenous youth and youth of color to reclaim family and community with positive contributions.
- Recruits through school, city, and county referrals.
- Diverts low-level offenders from initial contact with the juvenile justice system.
- Uses approaches that are evidence-based, culturally relevant, trauma-informed, and developmentally appropriate.
- Provides academic education, mental health, behavioral health, and mentoring.



MISSION STATEMENT

- To revitalize Indigenous worldview among youth, families, and communities of color with culturally responsive healing practices. To reduce youth contact with law enforcement and rebuild community led restorative justice practices.

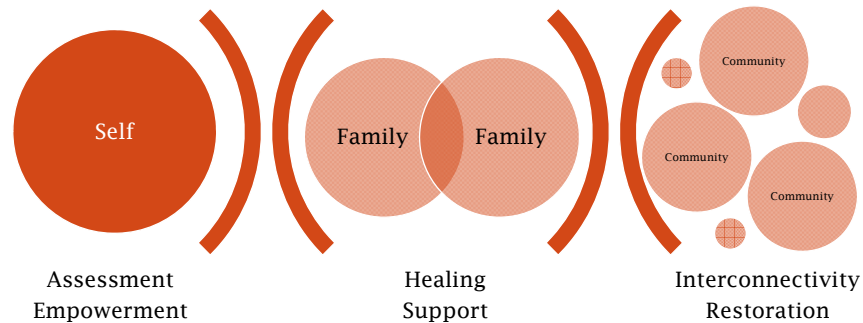


OBJECTIVES

- SELF - Assess each youth in their mental and behavioral health. Identify areas where the program can provide them direction and empowerment.
- FAMILY - Provide families added structure to facilitate healthy and supportive homes to foster healing.
- COMMUNITY - Through family interconnectivity, the program will foster positive cultural pathways towards restorative justice.



OBJECTIVES



OBJECTIVES



PROGRAM STAFF & DUTIES

- **OUTREACH WORKER** (2) - Male and female staff to recruit youth from schools, foster care, rehabilitation centers, juvenile hall, streets, etc. They would also facilitate workshops, presentations, and liaise between ECLD and San Fernando.
- **CASE WORKER** (4) - Intake 20 client cases, assessment, create plan of action
- **SUPPORT STAFF** (2) - Organize, secure, and maintain data, drive company vehicles
- **ADMINISTRATOR** (1) - Manage grant budget, staff, programs, and contractors

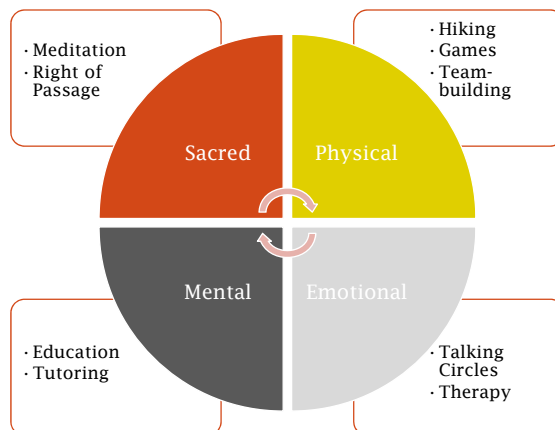


PROGRAM COHORT PHASES

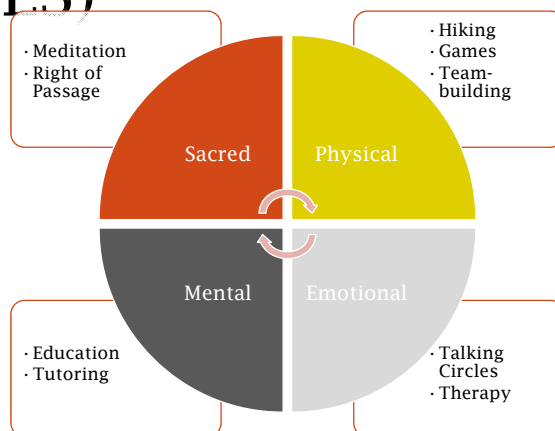
- **GRANT DURATION 44 MONTHS**
- **PHASE 1: TRUST** (3 months: 72 hours): Community Assessment Diversion
- **PHASE 2: TRANSITION** (3 months: 72 hours): Restorative Justice Diversion
- **PHASE 3: CONTRIBUTION** (3 months: 72 hours): Service Diversion
- **SERVING 4-5 FULL SERVICE COHORTS** (9 Months: 216 hours)
- **SERVING 7 HALF TIME COHORTS** (6 Months: 144 hours)
- **SERVING 14-15 PART TIME COHORTS** (3 Months: 72 hours)



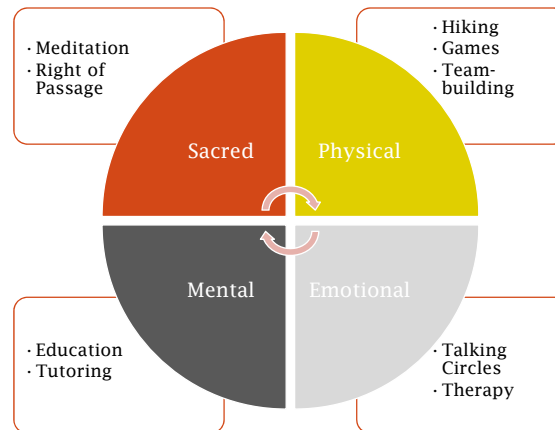
OBJECTIVES - SELF (100 YOUTH DIRECT SERVICES)



OBJECTIVES - FAMILY (200 CARETAKERS INDIRECT SERVICES)



OBJECTIVES – COMMUNITY (300 INDIRECT SERVICES)



SAN FERNANDO DEMOGRAPHICS

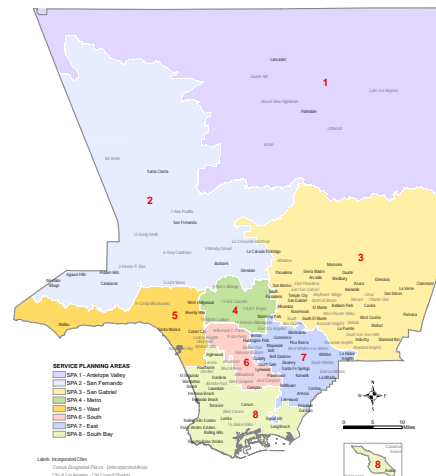
- Population: 24,714
- Minors: 6,500; 26.3%
- Native American Minors: 33; 0.5%
- Bi/Multi-Racial Minors: 117; 1.8%
- Latino Minors: 6,006; 92.4%

2017 U.S. Census Bureau



SERVICE PLANNING AREA - DISTRICT 2

- Population:
- Minors:
- Native American Minors:
- Bi/Multi-Racial Minors:
- Latino Minors:



LA COUNTY JUVENILE INFRACTIONS 2017

- Felony: 4,538
- Misdemeanor: 4,636
- Status Offenses: 614



LA COUNTY SCHOOL CHRONIC ABSENTEES

- **Race/Ethnicity**
- American Indian or Alaska Native: 20.90%
- Hispanic or Latino: 11.80%
- Two or More Races: 10.30%
- **Program Subgroup**
- Foster Youth: 25.1%
- Homeless Youth: 21.2%
- Socioeconomically Disadvantaged: 13.5%

California Department of Education



SAN FERNANDO REFERRALS

- | | |
|-----------------------------------|-----------------------------|
| ▪ PREVENTION | ▪ INTERVENTION |
| ▪ Local Schools | ▪ Police Department |
| ▪ Civic Centers | ▪ Juvenile Court System |
| ▪ Community Based Organizations | ▪ Juvenile Detention Center |
| ▪ Mental Health Service Providers | |
| ▪ Foster Care | |



PROGRAM RECRUITMENT MODEL



Prevention

- Broad Safety Net
- Truancy



Intervention

- Minor Infractions
- Misdemeanors



PROGRAM REINVESTMENT MODEL



Cultural Education

- Indigenous Curriculum
- Cultural Activities



Mental Health

- Identity Development
- Interconnectivity
- Emotional Intelligence



Leadership

- Peer Facilitation
- Graduation
- Restorative Justice





Youth Reinvestment Grant Program

REQUEST FOR PROPOSALS

Eligible Applicants:
California Counties
California Cities

Grant Period: July 1, 2019 to February 28, 2023

RFP Released: January 18, 2019
Letters of Intent Due: February 21, 2019
Proposals Due: March 29, 2019



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CONFIDENTIALITY NOTICE

All documents submitted as a part of the Youth Reinvestment Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

PART I: GRANT INFORMATION

Grant Program Background

The Youth Reinvestment Grant (YRG) program was established in the 2018 Budget Act (Senate Bill 840, Chapter 29, Statutes of 2018) and the related trailer bill (Assembly Bill 1812, Chapter 36, Statutes of 2018). The Youth Reinvestment Grant program is aimed at diverting low-level offenders from initial contact with the juvenile justice system using approaches that are evidence-based, culturally relevant, trauma-informed, and developmentally appropriate. Grant funds will be used to target underserved communities with high rates of juvenile arrests and high rates of racial/ethnic disproportionality within those juvenile arrests. Applicants are local governments and will be required to pass through ten percent of awarded funds to a designated “lead public agency” responsible for coordinating with local law enforcement agencies, social service agencies, and nonprofit organizations to implement the local grant program. Applicant local governments will be required to pass through the remaining 90 percent of awarded funds to community-based organizations (referred to in this document as Non-Governmental Organizations (NGOs)). NGOs that receive these funds must deliver services in underserved communities with high rates of juvenile arrests. The services include diversion programs and alternatives to arrest, incarceration, and formal involvement with the juvenile justice system, educational services, including academic and vocational services, mentoring services, behavioral health services and mental health services. Highest need is identified as jurisdictions with high rates of juvenile arrests for misdemeanors and status offenses and jurisdictions with racial or ethnic disparities on the basis of disproportionately high rates of juvenile arrests.

Total funding for this Youth Reinvestment Grant Program is \$35,062,000 over the course of the grant term, which is July 1, 2019 through February 8, 2023.

Note: Pursuant to state law, \$1,119,000 of the Youth Reinvestment Grant funds must be awarded to federally recognized Indian tribes to implement diversion programs for Indian children using trauma informed, community-based, and health-based interventions. The tribal funding component of this grant will be awarded under a separate Request for Proposals.

Contact Information

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the BSCC for grant funds available through the Youth Reinvestment Grant (YRG) Program.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of the proposal. Any technical questions concerning the RFP, the proposal process, or programmatic issues must be submitted by email to: YouthReinvestmentGrant@bscc.ca.gov.

The BSCC will accept and respond to questions about this RFP until March 29, 2019. Frequently asked questions and answers (FAQs) concerning the BSCC's RFP process and the YRG application for funding will be posted on the BSCC website and updated periodically through March 29, 2019.

Letter of Intent

Applicants interested in applying for the YRG Grant Program are asked, but not required, to submit a non-binding Letter of Intent. These letters will aid the BSCC in planning for the proposal review process.

There is no formal template for the letter, but it should include the following information:

- Name of the Applicant, and
- A brief statement indicating the City or County's intent to submit a Proposal, and Name of contact person.

Failure to submit a Letter of Intent is not grounds for disqualification. Further, prospective Applicants that submit a Letter of Intent and decide later not to apply will not be penalized.

Please submit your non-binding Letter of Intent by **February 21, 2019** via email or U.S. mail, using one of the following submission options:

Email Responses: YouthReinvestmentGrant@bscc.ca.gov
(Subject line: Letter of Intent)

U.S. Mail Responses: Board of State and Community Corrections
Corrections Planning and Grant Programs Division
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833
Attn: YRG Grant Letter of Intent

Proposal Due Date and Submission Instructions

Applicants must submit one original signed Proposal and one electronic copy of the original signed Proposal.

The Proposal must be received by the BSCC by **5:00 p.m. on March 29, 2019**.

1. Mail one original signed Proposal to the following address:

Board of State and Community Corrections
Corrections Planning and Grant Programs Division
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

Attn: Youth Reinvestment Grant Program

2. Email one legible electronic copy of the signed Proposal to: YouthReinvestmentGrant@bscc.ca.gov. Acceptable formats include Microsoft Word, Microsoft Word Open XML Format Document, Portable Document Format (PDF) or Google Docs.

Note: While the BSCC expects both the original hard copy and electronic version to be received by the date and time listed above, the application will not automatically be disqualified so long as either the hard copy or electronic version is received by the due date and as long as both are received in a reasonable time and are identical.

If the BSCC does not receive either the original hard copy or the electronic version until after the due date and time, the proposal will not be considered, regardless of postmark date.

Grant Program Description

The purpose of this grant program is to fund programs and services that will divert youth away from the juvenile justice system. Funded grant programs will do so by partnering with Community-Based Organizations (Non-Governmental Organizations) to provide evidence-based, trauma-informed, culturally relevant and developmentally appropriate diversion options at various points of entry to the juvenile justice system. While the primary goal of this grant program is to avoid initial contact with law enforcement, grant funds may also be used to avoid deeper penetration into the juvenile justice system for those who have already had contact. Diversion programs may incorporate some or all of the following: educational services, including academic and vocation services; mentoring services; mental health services; and behavioral health services.

Programs funded under this grant must serve youth who are under 18 at the time of program enrollment or who are 18 or older and still under the continuing jurisdiction of the juvenile court including youth being processed for probation violations. These funds are intended to provide services to youth who would otherwise go into the juvenile justice system – either for the first time or for a subsequent violation. Applicants must demonstrate a clear referral plan and process that ensures participant confidentiality. Applicants must also demonstrate a commitment to avoid net-widening, i.e., enrolling youth into a diversion program if their needs could have been met at an even lower level of intervention. Service providers are expected to accept calls from anyone who would otherwise call law enforcement.

Eligibility to Apply

Eligible applicants for Youth Reinvestment Grant Program awards are:

- California Counties – Applications must be submitted by the Board of Supervisors or the Chief County Administrative Officer.
- California Cities – Applications must be submitted by the City Council or the Administrative Office of the City.

Applicants may submit more than one (1) proposal for funding provided that each proposal is unique. This could include multiple individual proposals with different scopes of work or could include an applicant that submits an individual proposal(s) as well as a proposal(s) as part of a regional effort. All applications submitted under a regional efforts basis must meet the following criteria:

1. One city or county must be clearly designated as the lead applicant and that city or county must submit the application and is responsible for all aspects of grant administration and management.
2. Every city or county involved in the regional proposal must submit a resolution from its City Council or Board of Supervisors indicating support of the regional effort and identifying its roles and responsibilities relative to the grant.

Criteria for All Non-Governmental Organizations

It is not necessary that NGOs that receive YRG pass-through funds have tax exempt status per Section 501(c)(3) of the Internal Revenue Code. However, any NGO that receives YRG Grant funds (as either a subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the YRG grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grantee and subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address (an exception may be made for Indian Tribes).

All applicants must submit Appendix A, Criteria for NGOs receiving YRG Grant funds as part of the completed RFP package to document the compliance of any NGOs identified as partners in the proposal. All grantees must submit updated Appendix As throughout the life of the grant agreement for any additional NGOs that may be awarded YRG Grant funds through subcontracts after awards are made. The BSCC will not reimburse for costs incurred by NGOs that do not meet the BSCC's requirements.

Designation of a Lead Public Agency

All YRG grantees are required to designate a Lead Public Agency to serve as the coordinator for local grant activities. The Applicant may choose to fill the role of Lead Public Agency itself or it may designate a department, agency or office under its jurisdiction to serve as the Lead Public Agency. The Applicant must pass through 10 percent of the total grant award to the Lead Public Agency. The role of the Lead Public Agency is to coordinate with local law enforcement agencies, social services agencies, and non-governmental organizations to ensure successful implementation of the grant program. The Lead Public Agency is responsible for data collection and management and will serve as the primary point of contact for the institution under contract with the BSCC to complete a statewide evaluation of the YRG Program. The institution will be identified when the selection process has been finalized.

Mandatory Pass-Through Requirements for City and County Applicants

All YRG grantees must pass through at least 90 percent of their grant award to community-based organizations. Only community-based organizations that are non-governmental, non-law enforcement agencies may be counted as fulfilling this pass-through requirement. A few examples of entities that would NOT count toward the pass-through requirement include: County Probation Departments, City Parks & Recreation Departments, grant management business or agencies, auditors, and evaluators.

Eligible Activities

Applicants may either implement new activities or programs OR expand existing activities or programs. There is no restriction on the types of diversion approaches that may be used and it is acceptable to include approaches that target one or more points of entry to the juvenile justice system. Applicants should engage community-based organizations early in the process to assess what needs can best be met with the service providers available in the target area.

Project Funding Information**Grant Period**

Successful applicants will be funded for a three-year and eight-month cycle with the first year of the grant cycle commencing on July 1, 2019 and the final year ending on February 28, 2023.

Funding Amount

A total of \$35,065,000 in state general funding is available statewide. The minimum amount for which any single applicant may apply is \$50,000 and the maximum is \$1 million; however, applicants may submit more than one proposal as long as each proposal is different and each has designated a unique Lead Public Agency.

Applicants are encouraged to request only the amount of funds needed to support their proposal and the amount that can be justified with supporting documentation/information. All applicants must build their proposal, objectives, activities, timelines, and budget information for all three years and eight months of the grant cycle. For example, if an applicant is requesting the maximum award amount of

\$1,000,000, the budget detail must clearly illustrate how that \$1,000,000 will be allocated across the entire three years and eight months.

Funding Distribution & Funding Thresholds

The total available funding will be awarded within four categories and applicants will complete only with the other applicants in their category. The categories and amounts available for each are as follows:

1. Small counties and all cities within those counties will compete for 20% of the total YRG grant funds which equates to \$7,013,000.
2. Medium counties and all cities within those counties will compete for 20% of the total YRG grant funds which equates to \$7,013,000.
3. Large counties and all cities within those counties will compete for 20% of the total YRG grant funds which equates to \$7,013,000.
4. The highest rated proposals that did not receive an award under the above categories will compete for the remaining 40 percent, or \$14,026,000, regardless of where the project is located.

The categorization of counties as small, medium, or large is based on county population figures published by the California Department of Finance (see Appendix B, 2018 County Population Index).

Applicants must receive at least 60% of the total points available to be considered for funding.

Regional Applications

Two or more cities, two or more counties, or a combination of two or more cities and/or counties, may collaborate to submit a regional proposal. The jurisdictions comprising the regional proposal are not required to be contiguous. Any applicant that submits an individual proposal(s) may also submit a regional proposal(s). It should be noted, however, that a Lead Public Agency may only be designated as fulfilling that role in one application.

Match Requirement

The Youth Reinvestment Grant Program requires that local jurisdiction applicants provide a 25 percent match. An applicant may provide less than a 25 percent match but no less than a ten percent match if the applicant is identified by the Board as high need with low or no local infrastructure for diversion programming. At both the 25 percent and the 10 percent level, the match amount may be met through cash or in-kind contributions.

In-kind match, also known as soft match, is the project's contribution of non-cash outlay of materials or resources to support a percentage of YRG Program activities. It may include non-cash outlay contributed by other public agencies and institutions, private organizations, and/or individuals. Examples include leveraged or donated professional services, office supplies, equipment, and volunteer time.

In general, the value of in-kind contributions is determined by fair market value or actual value, which must be identified separately in the application budget. Projects must maintain documentation to support the claimed match on all invoices submitted to the BSCC.

Reporting of match expenditures, whether cash or in-kind, need not be made in exact proportion to the expenditure of grant funds. However, the full match contribution must be expended by the end of each annual grant cycle to receive all funds allocated.

Applicants are encouraged to budget only for the required match. There is no priority given to an applicant for matching more than the required percentage. An awardee who applies for a specific match percentage will be held to that figure by contract and therefore, will not be allowed to reduce their contractually obligated match amount, even if it exceeds 25 percent.

Supplanting

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

Supplanting is strictly prohibited for all BSCC grants. BSCC grant funds shall be used to support new program activities or to augment existing funds which expand current program activities. BSCC grant funds shall not be used to replace existing funds.

It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

Project Evaluation Requirements

In addition to quarterly progress reports, projects selected for funding will be required to submit to the BSCC: (1) a Local Evaluation Plan (three months post-award) and, (2) a Local Evaluation Report (three months after the conclusion of the grant). See Appendix C, Glossary of Terms, for key definitions related to project evaluation.

Local Evaluation Plan - The purpose of the Local Evaluation Plan (LEP) is to ensure that projects funded by the BSCC can be evaluated. Applicants will be expected to include a detailed description of how they plan to assess the effectiveness of the proposed program in relation to each of its goals and objectives identified in the proposal. The LEP should describe the evaluation design or model that will be used to evaluate the effectiveness of the project component(s), with the project goals and the objectives clearly stated. Applicants should include criteria for both process and outcome evaluations. Once submitted, any modifications to the LEP must be approved in advance by the BSCC. More detailed instructions on the LEP will be made available to successful applicants. See Appendix D for a sample of evaluation components.

Local Evaluation Report - Following project completion, grantees are required to complete a final Local Evaluation Report (LER) which must be in a format prescribed by the BSCC. The purpose of the final LER is to determine whether the overall project was effective in meeting the goals laid out in the LEP. To do this, the grantee must assess and document the effectiveness of the activities that were implemented. These activities should have been identified in the previously submitted LEP. More detailed instructions on the LER will be made available to successful applicants.

Applicants are strongly encouraged to identify research partners early on and include them in the development of the proposal, to better ensure that the goals and objectives listed in the proposal are realistic and measurable. Applicants are also strongly encouraged (but not required) to use outside evaluators to ensure objective and impartial evaluations. Specifically, applicants are encouraged to partner with state universities or community colleges for evaluations. Evaluation planning, oversight, and reporting activities may be funded by the Youth Reinvestment Grant Program monies or leverage matching funds for this purpose and can be included within the applicant's proposed budget.

Bidder's Conference

Prospective applicants are invited – but not required – to attend a Bidders' Conference. The purpose of a Bidders' Conference is to answer technical questions from prospective bidders and provide clarity on RFP instructions. There is no preference given to applicants who attend the Bidder's Conference. Details for the Bidder's Conference are listed below:

Youth Reinvestment Grant Program Bidder's Conference

Thursday, February 14, 2019

10:00 a.m.

Board of State and Community Corrections

1st Floor Board Room

2590 Venture Oaks Way

Sacramento, CA 95833

We request that organizations that plan to attend the Bidder's Conference in person RSVP by email with the name of their organization and the number of individuals that will be attending. This will help us in planning and preparing the materials that will be needed.

EMAIL RSVP to: YouthReinvestmentGrant@bscc.ca.gov

(Subject line: Youth Reinvestment Grant Program Bidder's Conference)

Please note: The Youth Reinvestment Grant Program Bidder's Conference will be livestreamed at www.bscc.ca.gov.

BSCC Executive Steering Committee Process

Youth Reinvestment Grant Program Executive Steering Committee

To ensure successful program design and implementation, the BSCC uses Executive Steering Committees (ESCs) and Advisory Groups to inform decision making related to the Board's programs. These committees are composed of subject matter experts and stakeholders representing both the public and private sectors. The BSCC makes every attempt to include diverse representation on its ESCs and Advisory Groups - in breadth of experience, geography, and demographics. ESCs are convened and approved by the BSCC Board, as the need arises, to carry out specified tasks including the development of RFPs for grant funds. The Board then approves, rejects, or revises those recommendations. Members of ESCs are not paid for their time but are reimbursed for travel expenses incurred to attend meetings.

The Youth Reinvestment Grant ESC includes subject matter experts on community engagement, trauma-informed care, youth diversion programs, prevention and intervention programs, mental/behavioral health, social services, law enforcement, including individuals who have been impacted by the justice, and/or child welfare systems. A list of ESC members can be found in Appendix E.

Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner or like party who participated on the above referenced Youth Reinvestment Grant ESC from receiving funds from the grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Youth Reinvestment Grant ESC membership roster and ensuring that no grant dollars are passed through to any entity represented by any member of the ESC.

Overview of the RFP Process

Confirmation of Receipt of Proposal

Upon submission of a proposal, applicants will receive a confirmation email from the BSCC stating the proposal has been received. The email will be sent to the individual who signed the application and the person listed as the Project Director.

Disqualification

The following will result in an automatic disqualification:

- The original hard copy or electronic version of the Proposal are not received by 5:00 p.m. on March 29, 2019.
- The applicant is not a city or county in California.

"Disqualification" means the proposal will not be scored and, therefore, will not be considered for funding under this grant.

Technical Compliance Review

It is the BSCC's intent to avoid having otherwise worthy proposals eliminated from consideration due to relatively minor and easily corrected errors or omissions. Therefore, during the two weeks immediately following the proposal due date, BSCC staff will make every effort to conduct a Technical Compliance Review (TCR) - a review to determine whether a proposal is in compliance with all technical requirements. Applicants may be offered a limited opportunity to respond to deficiencies identified during the technical review process by making non-substantive changes that bring the proposal into technical compliance.

Rating Process

Following any TCR, proposals will advance to the Proposal Rating Process. The Youth Reinvestment Grant ESC Members will then read and rate each proposal in accordance with the prescribed rating factors listed in the table below.

The ESC members will base their scores on how well an applicant addresses the items listed under each rating factor within the Proposal Narrative and Budget Sections. Following the Proposal Rating Process, the ESC will convene for a Final Rater Review meeting where they will develop funding recommendations for consideration by the BSCC Board.

At the conclusion of this process, applicants will be notified of the funding recommendations. It is anticipated the BSCC Board will act on the recommendations at its meeting on June 13, 2019. Applicants and partners are not to contact members of the ESC or the BSCC Board to discuss proposals.

Rating Factors

The Rating Factors to be used and the maximum points assigned to each factor are shown in the table below. Applicants are asked to address each of these factors as a part of their proposal. The ESC assigned a percent value to each of the Rating Factors, correlating to its importance (see Percent of Total Value column).

Youth Reinvestment Grant Program Rating Factors and Point Values

	Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
1	Program Need	1 - 5	35%	105
2	Program Description	1 - 5	50%	150
3	Data Collection/Evaluation	1 - 5	5%	15
4	Program Budget	1 - 5	10%	30
Maximum Rating Factor Score:			100%	300
Preference Points:				
Tribal youth services/coordination				10
Maximum Possible Score with Preference Points:				310

Raters will score an applicant's response in each of the Rating Factor categories on a scale of 1-5, according to the Sample Scoring Rubric shown below. Each rating factor score is then weighted according to the "Percent of Total Value" column (determined by the ESC) associated with each Rating Factor to arrive at the final Weighted Score for each Rating Factor and then added together for a final overall proposal score.

Preference Points: Services for Indian Children¹

A total of 10 preference points will be awarded to applicants that will serve Indian children. To receive preference points, applicants must address all of the following:

1. The application must identify the target population and estimated number of Indian children to be served under this grant.
2. The application must describe what services will be provided to Indian children.
3. The application must identify the NGO partner that will be responsible for providing services to Indian children. That partner(s) must provide a Letter of Support and Commitment as described on page 27 under "Request for

¹ "Indian Child" means any person who would otherwise be eligible for services under this grant program and is also (a) a member of an Indian tribe or (b) is eligible for membership in an Indian tribe and is the biological child of a member of an Indian tribe. (See 25 U.S.C. § 1903 & Cal. Welf. & Inst. Code, § 224.1.)

Proposal Additional Documents.” The letter must address the partner’s experience and expertise in serving Indian children.

Threshold/Minimum Score

A threshold of 60%, or minimum score of 180 total points, must be earned to be considered for funding. Total points equal the weighted score plus preference points.

Scoring Rubric for 1-5 Point Range

Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response addresses the criteria in a very inadequate way.	The response addresses the criteria in a non-specific or unsatisfactory way.	The response addresses the criteria in an adequate way.	The response addresses the criteria in a substantial way.	The response addresses the criteria in an outstanding way.

General BSCC Grant Requirements

Grant Agreement

Applicants approved for funding by the BSCC are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. See Appendix F for a sample contract (State of California: Contract and General Terms and Conditions).

The Grant Agreement start date is expected to be July 1, 2019. Grant Agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services, and encumbrances cannot begin prior to the Grant Agreement start date. If a grantee chooses to incur costs for reimbursement, any work, services, and encumbrances which occur after the start date but prior to grant agreement execution may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three (3) years after the final payment under the contract.

Governing Board

Applicants must submit a resolution from their governing board addressing specified requirements as included in the sample Governing Board Resolution, which can be found in Appendix G. Grant recipients must have a resolution on file before a fully executed grant agreement can be completed. A signed resolution is not required at the time of proposal submission, but applicants are advised that no financial invoices will be processed for reimbursement until the appropriate documentation has been received by the BSCC.

Audit Requirements

The BSCC reserves the right to call for a program or financial audit at any time between the execution of the grant agreement and three (3) years following the end of the grant period.

The Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

Grantee Orientation Process

Following the start of the grant period, BSCC staff will conduct a Grantee Orientation in Sacramento (at a date to be determined later). The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes, data collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contact must attend. Grant recipients may use YRG funds for travel-related expenditures such as airfare, mileage, meals, lodging, and other per diem costs. Applicants should include anticipated travel costs in the budget section of the proposal under the "Other" category.

Funding Awards

The BSCC will disburse one-third of awarded funds within 45 days of the execution date set forth in the grant agreement to the grantee. The grantee shall agree to deposit grant funds into a banking account established by the grantee and the grant funds shall not be comingled with any other funds. Any interest earned on the account may only be used for allowable expenses during the grant period. Grantees shall only use grant funds for allowable costs and shall provide invoices and supporting documentation to the BSCC periodically or upon request. When a grantee expends 80% of the disbursed funds and has submitted the required documentation to the BSCC, and provided the grantee has met the other terms and conditions of the grant, the BSCC shall disburse an additional 1/3 of the award under the same terms and conditions. The final 1/3 of the award shall be disbursed after a grantee expends 80% of the total disbursed funds. Any unspent funds remaining at the end of the grant period must be returned to the BSCC.

The State Controller's Office (SCO) will issue the warrant (check) to the grantee as named on the application form for the grant. Grantees must submit invoices to the BSCC on a quarterly basis through the online process no later than 45 days following the end of each month. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct on-site monitoring visits that will

include a review of documentation maintained as substantiation for project expenditures.

Quarterly Progress Reports

Grant award recipients are required to submit quarterly progress reports to the BSCC. Progress reports are a critical element in BSCC's monitoring and oversight process. Grantees who are unable to demonstrate that they are making sufficient progress toward project goals and objectives and that funds are being spent in accordance with the Grant Award Agreement could be subject to the withholding of funds. Once grants are awarded, BSCC will work with grantees to create custom progress reports. Applicable forms and instructions will be available to grantees on the BSCC's website. See Appendix H for a sample progress report.

Travel

Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Travel to and from training conferences may also be allowed. The most economical method of transportation, in terms of direct expenses to the project and the employee's time away from the project, must be used. Projects are required to include sufficient per diem and travel allocations for project-related personnel, as outlined in the Grant Award, to attend any mandated BSCC training conferences or workshops outlined in the terms of the program.

Units of Government

Units of government may follow either their own written travel and per diem policy or the State's policy. Units of government that plan to use cars from a state, county, city, district car pool, or garage may budget either the mileage rate established by the car pool or garage, or the state mileage rate, not to exceed the loaning agency rate.

Non-Governmental Organizations (NGOs)

An NGO receiving BSCC funds as a subgrantee must use the California State travel and per diem policy, unless the Grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares.

Out-of-State Travel

Out-of-state travel is restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Award, Grantees must submit to the BSCC a separate formal request (on Grantee letterhead) for approval. Out-of-state travel requests must include a detailed justification and budget information.

In addition, California prohibits travel, except under specified circumstances, to states that have been found by the California Attorney General to have discriminatory laws. The BSCC will not reimburse for travel to these states unless the travel meets a specific exception under Government Code section 11139.8, subdivision (c). For additional information, please see: <https://oag.ca.gov/ab1887>.

Debarment, Fraud, Theft, or Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide disbursements or reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three (3) years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the grant contract.

The BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All applicants must complete Appendix I certifying they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

Compliance Monitoring Visits

BSCC staff will conduct periodic monitoring of each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives, and provide technical assistance as needed regarding fiscal, programmatic, evaluative, and administrative requirements. For your reference, a Sample Monitoring Visit Checklist is contained in Appendix J.

Use of Effective Programs and Data-Driven Approaches²

The BSCC is committed to supporting programs, practices, and strategies that are rooted in documented evidence that reduces youth risk factors and rates of recidivism but also based on participant characteristics, situations, and preferences.

Applicants seeking funding through this grant process will be asked to demonstrate that services are linked to the implementation of practices and strategies supported by data. The following information is offered to help applicants in understanding the BSCC's broad view of data-supported practices and decision-making:

² Lowenkamp and Latessa, 2003, Lowenkamp, 2003; Lowenkamp & Latessa, 2005a; Lowenkamp and Latessa, 2005b; Center for Criminal Justice Research and the Corrections Institute at the University of Cincinnati, Correctional Program Checklist Assessment

Applicants seeking funding through this grant process are required to use data to drive conscientious decision-making in the development, implementation, and appraisal of their overall projects.

The BSCC is committed to supporting a focus on better outcomes in the criminal justice system and for those involved in it. For the purpose of this RFP, applicants should focus on the following three basic principles:

- 1. Is there evidence or data to suggest that the intervention, service, or strategy is likely to work, i.e., produce a desired benefit?** *For example, was the intervention, service, or strategy selected by the project used by another entity with documented positive results? Is there published research/information on the intervention the project has chosen to implement showing its effectiveness? Is the intervention or strategy being used by another entity with a similar problem and similar target population?*
- 2. Once an intervention, service, or strategy is selected, will you be able to demonstrate that it is being carried out as intended?** *For example, does this intervention, service, or strategy provide for a way to monitor quality control or continuous quality improvement? If this intervention, service, or strategy was implemented in another area, are there procedures in place to ensure the model is being closely followed (so the project is more likely to achieve similar desired outcomes)?*
- 3. Is there a plan to collect data that will allow for an appraisal of whether the intervention, service, or strategy worked?** *For example, will the intervention, service, or strategy selected allow for the collection of data or other information so outcomes can be measured at the conclusion of the project? Are there or will there be processes in place to identify, collect, and analyze that data/information?*

Applicants are encouraged to develop an overall project that incorporates these principles but is tailored to fit the needs of the communities they serve. Plans to measure the effectiveness of a project should include the use of both qualitative and quantitative data/information. While quantitative data/information is based on numbers and mathematical calculations, qualitative data/information is based on written or spoken narratives. The purpose of quantitative data/information is to explain, predict, and/or control events through focused collection of numerical data, while the purpose of qualitative data/information is to explain and gain insight and understanding of events through collection of narrative data/information.

Applicants may find it helpful to review the information on evidence-based treatment practices in the Substance Abuse and Mental Health Services Administration's (SAMHSA) Guide to Evidence-Based Practices available at:

www.samhsa.gov/ebpwebguide as well as in Appendix K of this RFP.

Reducing Racial and Ethnic Disparity

Research shows that youth and adults of color are significantly overrepresented in the criminal justice system in California³. BSCC supports efforts to reduce racial and ethnic disparities and encourages others to do the same. The BSCC has undertaken a number of activities to ensure that California addresses this concern including trainings.

The YRG statute identifies as a high need those jurisdictions with racial or ethnic disparities on the basis of disproportionately high rates of juvenile arrests. The applicant must consider how their grant activities will impact the number of youth of color who are subject to justice system involvement.

For additional information about reducing racial and ethnic disparity (R.E.D.) applicants may contact the R.E.D. Coordinator, Field Representative Timothy Polasik, by telephone at (916) 350-0879 or by email Timothy.Polasik@bscc.ca.gov.

Summary of Key Dates

The following table shows a timeline of key dates related to the Youth Reinvestment Grant Program.

Activity	Tentative Date
Release Request for Proposals Solicitation	January 17, 2019
Bidders' Conference	February 14, 2019
Letter of Intent Due to the BSCC	February 21, 2019
Grant Proposal/Application Due to the BSCC No later than 5:00 p.m.	March 29, 2019
Technical Compliance Review (TCR)	April 2-15, 2019
Non-Substantive Changes Due	To Be Determined after TCR
Proposal Rating Process and Development of Funding Recommendations	Early May – Early June, 2019
BSCC Board Meeting for Funding Approval	June 13, 2019
Grants Begin/Contracts Expected to Commence	July 1, 2019
Mandatory Grantee Orientation	To Be Determined (August 2019)

³ Multiple studies confirm the disparities in the criminal and juvenile justice systems. The W. Haywood Burns Institute (<http://www.burnsinstitute.org/>) has worked extensively on this issue as has the National Council on Crime and Delinquency (NCCD) and the Center for Juvenile Justice Reform, Georgetown University (<http://cjjr.georgetown.edu/certprogs/racialdisparities/racialdisparities.html>)
Created Equal: Racial and Ethnic Disparities in the US Criminal Justice System (NCCD: Hartney/Vuong March 2009)

PART II: PROPOSAL INSTRUCTIONS AND RATING FACTORS

The following section contains pertinent information on how to complete the Request for Proposal package to the BSCC. Submittal information is contained in Part I, page 1.

- Proposal Abstract
- Proposal Narrative Sections & Budget
 1. Project Need
 2. Program Description & Work Plan
 3. Data Collection
 4. Program Budget Table and Narrative
- Request for Proposals Additional Documents
 - Letters of Support and Commitment

*****THE REQUEST FOR PROPOSAL PACKAGE – EXCEPT FOR THE BUDGET – CAN BE FOUND AT THE END OF THIS ENTIRE DOCUMENT*****

Proposal Abstract

Instructions: Provide a brief summary of the proposed project. The Proposal Abstract must be submitted in Arial 12-point font with one-inch margins on all four sides. Narrative must be 1.5-line spaced and cannot exceed **1 page** in length. This section will not be included in the rating of the Proposal.

Proposal Narrative

Instructions: The Proposal Narrative section must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed **10 numbered pages** in length. For the Proposal Narrative, address each of the three sections below. Each section should be titled according to its section header as provided (e.g., Program Need, Program Description, and Data Collection). Within each section, address the bulleted items in a cohesive, comprehensive narrative format. Do not include website links.

The 10-page limitation for this section does not include the mandatory Cover Sheet, Proposal Checklist, Applicant Information Form, Project Abstract, Project Work Plan, Budget Table, Budget Narrative, or other required attachments (see Proposal Checklist).

It is up to the applicant to determine how best to use the total 10-page limit in addressing each section; however, as a guide, the percent of total point value for each section is listed within each header.

1. Program Need (Percent of Total Value: 35%)

Address the following in narrative form:

The applicant articulated a need that is pertinent to the intent of the grant program. The elements that are to comprise the Program Need are listed below. Addressing each element does not itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.

- Define the target population of youth to be served by these grant funds. This should include details such as gender, age, race/ethnicity, prior contact/involvement with the justice system, risk factors, and any other data that supports the need for services within the identified population.
- Describe the methodology that will be used to select the target population and how considerations related to meeting the needs of underserved populations will be incorporated. “Underserved populations” may include those exhibiting disparities based on race, ethnicity, gender, gender identity and/or sexual

orientation. Describe the relationship of the population to be served to the purpose of the grant.

- Identify existing gaps in available resources, services, and/or activities within the proposed project area for the target population.
- Explain any methods that were used to conduct outreach and/or gather input from interested parties in order to determine the need that is presented in this proposal.
- Use quantitative and/or qualitative data, as well as other relevant supporting information, to support the identified need. High need status can be documented and supported by available statewide databases and/or other data and information sources that the applicant can access and provide.
- Explain how the described program need is related to your service area's high arrest rates and racial/ethnic disparities.

Rating Criteria for Program Need (scored on a scale of 1-5; weighted at 35%)	
1.1	The applicant identified the specific target population to be served (e.g., gender, age, race/ethnicity, prior contact/involvement with the justice system, risk factors, and/or other supporting data).
1.2	The applicant described the selection of the target population including, when appropriate, addressing the needs of the underserved populations (e.g., disparities based on race, ethnicity, gender, gender identity, sexual orientation) and the relationship of that population to the purpose of the grant.
1.3	The applicant identified service gaps that contribute to the need.
1.4	The applicant solicited community input in determining need.
1.5	The applicant provided relevant qualitative and/or quantitative data with citations in support of the need.
1.6	The applicant described the program need related to the high arrest rates and racial/ethnic disparity.

2. Program Description (Percent of Total Value: 50%)

Address the following in narrative form:

- Describe the relationship between the need identified above and the population of youth to be served. Explain how issues of racial/ethnic disparities will be addressed within the context of the proposed program.
- Identify the services and/or interventions to be offered under the proposed program and explain the characteristics that make the proposed services and/or

interventions trauma informed, culturally relevant, and developmentally appropriate for the target population and the community.

- Describe the process for determining the services that will be delivered under the proposed grant program? Explain how those services will be delivered.
- Explain your plan and process for how youth will be referred under the proposed program, including information about who can refer youth to the program and at what point along the justice system continuum (.ie., pre-arrest, pre-filing a petition, etc.) youth may be referred.
- Describe how the selection of evidence-based, promising, informed, or innovative practices, interventions, and services was made. (see Appendix C for definitions).
- Describe the continuum of services that addresses trauma related needs.
- Complete the Work Plan, identifying the program's top three goals and objectives.
 - Describe the relationship of the program's goals and objectives to the need and intent of the grant.
 - Identify how the top three goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates.
- Explain how service providers will ensure that only appropriate youth will be provided diversion services under this grant. This must include a thorough description of how youth will be selected or chosen for participation in the program. Describe any steps that will be taken to ensure youth who could be served with a less restrictive, less punitive option will be, i.e., that no net-widening will occur, and that only youth who would otherwise be going into the system or will penetrate deeper into the system will be provided services.
- Describe how a participant's non-compliance will be defined and addressed.
- Identify the ways in which the community and local service providers were – or will be – engaged to determine and select the services to be offered under this grant.
- Describe how partner NGOs' capacity may be expanded or enhanced as part of the proposed program.
- Explain how potential NGOs will be involved in the program and demonstrate to the lead agency their experience with serving at-risk youth populations.
- Describe how NGOs will partner or integrate with formal justice system agencies or provide other coordination, partnership and/or system integration points as part of the proposed diversion model.
- Identify the process that was used, or that will be used, for selecting new program partners or potential partners.

Rating Criteria for Program Description (scored on a scale of 1-5; weighted at 50%)	
2.1	The applicant described the relationship of the target population to the need as stated in 1.4, 1.5, and 1.6 above.
2.2.a	The applicant described the proposed services/interventions of the program. The services described are trauma informed, culturally relevant, and developmentally appropriate for the target population and the community.
2.2.b	The applicant described how the services will be delivered.
2.2.c	The applicant described the cultural relevancy to the proposed program.
2.2.d	The applicant described the program's referral process, identified who will refer and at what point, and provided any other supporting documentation related to the process for referring youth for services.
2.2.e	The applicant described how the needs of referred youth will be determined and <ul style="list-style-type: none"> • Described the selection of evidence-based, promising, informed, or innovative practices, interventions, and services. See Appendix C for definitions. • Provided a description of relevant evidence, research, or other information (as available) to support the selection of the proposed program. • Described the continuum of services that addresses trauma-related needs.
2.3.a	The applicant identified the programs top three goals and objectives in the Work Plan.
2.3.b	The applicant described the relationship of the program's goals and objectives (as identified in the Work Plan) to the need and intent of the grant.
2.3.c	The applicant identified how the top three goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates.
2.3.d	The applicant described how it will ensure that only appropriate youth will be provided diversion services and that any youth who could be handled with a less restrictive, less punitive option will be, i.e., that no net-widening will occur.
2.3.e	The applicant described how a participant's non-compliance with program requirements will be addressed.
2.4.a	The applicant described how it engaged, or plans to engage, the communities and NGOs to determine and select services.
2.4.b	The applicant described how the program may plan to expand or enhance the NGOs capacity, if applicable.
2.4.c	The applicant described how potential NGOs will be involved in the program and demonstrate their experience with serving at-risk youth populations to the lead agency.
2.4.d	The applicant described how NGOs will partner or integrate with formal justice system agencies or provide other coordination, partnership and system integration points as part of its diversion approach.

Rating Criteria for Program Description (scored on a scale of 1-5; weighted at 50%)	
2.4.e	The applicant described the process to select new program partners or potential partners. If partners are to be selected after the grant is awarded, then specify the process for selecting those partners.

Applicants for Youth Reinvestment Grant funds shall complete a 1 to 2 page Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. To build the YRG Project Work Plan, please use the form provided below.

YRG Project Work Plan

(1) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
(2) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
(3) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date

3. Data Collection (Percent of Total Value: 5%)

Address the following in narrative form:

- Describe the plan, or steps taken, to ensure that program data are collected, maintained, reported, and used as a management tool for program decision making.
- Confirm an ongoing commitment to adhere to the data collection methodology prescribed by the BSCC for data reporting purposes (e.g., quarterly progress report).
- Define a plan for working with the BSCC's appointed Evaluator to acquire data from internal and external agencies, as applicable, to assess/evaluate the YRG program.

Rating Criteria for Data Collection (scored on a scale of 1-5; weighted at 5%)	
3.1	The applicant described a plan to ensure that program data are collected, maintained, reported, and used as a management tool for program decision making.
3.2	The applicant demonstrated a commitment to adhere to the data collection methodology prescribed by the BSCC for data reporting purposes (e.g., quarterly progress report).
3.3	The applicant identified a plan to work with the BSCC's appointed Evaluator to acquire data from internal and/or external agencies to assess/evaluate the grant-funded program.

4. Program Budget (Percent of Total Value: 10%)

As part of the application process, applicants are required to submit the YRG RFP Budget Attachment (Budget Attachment). The Budget Attachment does not count toward the 10 pages allowed for the Program Narrative sections. Upon submission, the Budget Attachment will become Section 4: Project Budget and Budget Narrative of the official proposal package and will be rated as such based on the criteria listed below. The Budget sections must be filled out completely and accurately to pass the Technical Compliance Review process. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Attachment.

Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Budget Attachment workbook.

Applicants must complete all four (4) sections, as identified by tab labels in the budget workbook:

- 1) Year 1 Budget
- 2) Year 2 Budget
- 3) Year 3 Budget
- 4) Year 4 Budget (eight months)

All project costs must be directly related to the objectives and activities of the project. The Budget Attachment covers the entire three-year and eight-month grant period.

The following items will be rated as a part of this section, and must be addressed by the applicant in the YRG RFP Budget Attachment:

Rating Criteria for Program Budget Applied to both the Program Budget Table and Program Budget Narrative (Scored on a scale of 1 – 5; weighted at 5%)	
4.1	The applicant has completed the Budget Table as appropriate to the proposed program.
4.2	The applicant has provided a Budget Narrative that relates the expenses to the proposed program and is all inclusive to the needs and services of the targeted population.

To access the Budget Attachment, click [here](#).

For additional guidance related to grant budgets, refer to the *BSCC Grant Administration Guide*, found under Quick Links on the Corrections Planning and Grant Programs home page:

http://www.bscc.ca.gov/s_correctionsplanningandprograms.php

Request for Proposals Additional Documents

Letter(s) of Support and Commitment

Applicants who plan to focus on providing services to Indian children may be awarded preference points⁴. To be considered for these preference points, applicants must include at least one Letter of Support and Commitment to serve Indian children as part of the application package. A Letter of Support and Commitment must come from the service providing organization that will be the Applicant's partner in serving Indian children and must address the partner's experience and expertise in serving Indian children.

There is no required format for the Letter(s) of Support and Commitment to serve Indian children; however, each Letter must be on the collaborating partner's organization letterhead.

Endnotes, Bibliography, Charts & Graphs

Applicants may also include endnotes, a bibliography, charts, and/or graphs if those additional documents are cited within the Proposal Narrative and directly support the Proposal Narrative.

⁴ Preference points for prioritizing services for Indian children recognize the significant over representation of Indian children in the juvenile justice system as well as the lack of existing services. There are multiple sources for this data including:

Government Accountability Office (2018). NATIVE AMERICAN YOUTH: Involvement in Justice Systems and Information on Grants to Help Address Juvenile Delinquency (GAO-18-591). Retrieved from <https://www.gao.gov/assets/700/694306.pdf>.

Office of Juvenile Justice & Delinquency Prevention (2016). Literature Review, A Product of the Model Programs Guide: Tribal Youth in the Juvenile Justice System. Retrieved from <https://www.ojjdp.gov/mpg/litreviews/Tribal-youth-in-the-Juvenile-Justice-System.pdf>.

Rountree, J. (2015). American Indian and Alaska Native Youth in the Juvenile Justice System. Retrieved from <https://www.ncmhjj.com/wp-content/uploads/2015/07/American-Indian-and-Alaska-Native-Youth.pdf>.

APPENDICES

APPENDIX A

Criteria for Non-Governmental Organizations Receiving Youth Reinvestment Grant Funds

(Page 1 of 2)

The Youth Reinvestment Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that subcontract with the grantee to implement the proposal. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any YRG funds. The RFP describes these requirements as follows:

Any Non-Governmental Organization which receives YRG funds as either a subgrantee or subcontractor must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the YRG grantee. Organizations that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grantee and subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.
- Have a physical address (an exception can be made for an Indian Tribe).

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Youth Reinvestment Grant Program RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

(Page 2 of 2)

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

**A signature below is an assurance that all requirements
listed above have been met.**

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE		TELEPHONE
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE x		DATE	

APPENDIX B
County Population Index
Source: California Department of Finance, Population Estimates, January 1, 2018

Large Counties (700,001+)

Alameda	1,660,202
Contra Costa	1,149,363
Fresno	1,007,229
Kern	905,801
Los Angeles County	10,283,729
Orange	3,221,103
Riverside	2,415,955
Sacramento	1,529,501
San Bernardino	2,174,938
San Diego	3,337,456
San Francisco	883,963
San Joaquin	758,744
San Mateo	774,155
Santa Clara	1,956,598
Ventura	859,073

Medium Counties (200,001-700,000)

Butte	227,621
Marin	263,886
Merced	279,977
Monterey	443,281
Placer	389,532
San Luis Obispo	280,101
Santa Barbara	453,457
Santa Cruz	276,864
Solano	439,793
Sonoma	503,332
Stanislaus	555,624
Tulare	475,834
Yolo	221,270

Small Counties (<200,001)

Alpine	1,154	Mendocino	89,299
Amador	38,094	Modoc	9,612
Calaveras	45,157	Mono	13,822
Colusa	22,088	Napa	141,294
Del Norte	27,221	Nevada	99,155
El Dorado	188,399	Plumas	19,773
Glenn	28,796	San Benito	57,088
Humboldt	136,002	Shasta	178,271
Imperial	190,624	Sierra	3,207
Inyo	18,577	Siskiyou	44,612
Kings	151,662	Sutter	97,238
Lake	65,081	Tehama	64,039
Lassen	30,911	Trinity	13,635
Madera	158,894	Tuolumne	54,740
Mariposa	18,129	Yuba	74,727

APPENDIX C

Glossary of Terms

Diversion

Youth diversion is broadly defined as an approach that promotes positive youth development by relying on responses that prevent a young person's involvement or further involvement in the justice system. Diversion programs, which may follow a variety of different models, aim to divert youth from justice system engagement at the earliest possible point. Departments or agencies that may refer youth to diversion programs include, but are not limited to, schools, service organizations, police, probation, or prosecutors.

Trauma-Informed

A Trauma-Informed approach in the diversion system is one in which all diversion partners should recognize and respond to the impact of traumatic stress and apply a trauma-informed approach that is designed to meet the individual needs of each child.

Cultural Relevance

Cultural relevance acknowledges the influence of the youth's identity characteristics on the youth's experience of the world and incorporates perspectives into the program's environment. These identity characteristics include racial/ethnic, gender, class, religion, educational, sexual orientation, gender identity, family heritage, disability, and any other identity the youth communicates as important.

Every grantee and sub-grantee/sub-recipient that receives YRG funds must utilize programs, practices, and approaches that embed cultural relevancy.

Developmentally Appropriate

A service or intervention may be considered developmentally appropriate if it is based on a child's level of need, or developmental stage, rather than the child's chronological age.

Community Based Organization

A CBO is a nongovernmental organization that provides services to a community consisting of individuals, groups or other organizations that constitute the local or community service population. In the context of the Youth Reinvestment Grant, a CBO is generally considered to be a non-government, non-law enforcement organization that provides services to youth and families that are at risk of involvement or already involved with the juvenile justice system. In this Request for Proposals, CBOs are referred to as NGOs or Non-Governmental Organizations.

Service Need Determination

In considering whether to provide diversion services to potential program participants, service providers receiving funding under this grant must use an approach that is trauma-informed, culturally relevant and developmentally appropriate. Approaches could include, but are not limited to, surveys or interviews. Applicants must thoroughly explain and justify their proposed approach for deciding which youth will be selected or chosen for program participation. Every applicant must identify some methodology for

determining whether a potential program participant would benefit from services and, if so, which specific services each youth is best matched with.

Local Evaluation Plan and Local Evaluation Report⁵

The purpose of the Local Evaluation Plan and the Local Evaluation Report is to identify whether the program “worked” in terms of achieving its goals and objectives. Outcome measures are designed to answer the question: “What results did the program produce?” Examples of outcome measures could include:

- Results of pre/post surveys (e.g., improvements in the number of high school graduates or reductions in law enforcement contacts).
- Implementation of programs aimed at increasing the number of youth enrolled in mentoring programs.
- Changes in policies that improve access to alcohol and substance use prevention services for youth.

Goal versus Objective

Goals and objectives are terms in common use, sometimes used interchangeably because both refer to the intended results of program activities. Goals are longer-term than objectives, more broadly stated and govern the specific objectives to which program activities are directed.

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program⁶.

Examples of goal statements⁷:

- To reduce the number of youth who commit serious offenses.
- To reduce the number of youth who exhibit a pattern of chronic offending.
- To divert youth who commit nonviolent offenses from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.

Objectives are defined by statements of specific, measurable aims of program activities.⁸ Objectives detail the tasks that must be completed to achieve goals.⁹ Descriptions of objectives in the proposals should include three elements:¹⁰

⁵Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 7. Retrieved from <http://www.jrsa.org/njiec/publications/program-evaluation.pdf>.

⁶Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)*. Retrieved from <http://www.jrsa.org/njiec/publications/program-evaluation.pdf>. See also New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program*. Retrieved from <http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm>.

⁷ *Id.* at p. 4.

⁸ National Center for Justice Planning. Overview of Strategic Planning. *Where Do We Want to Be? Goals and Objectives*. Retrieved from <http://ncjp.org/strategic-planning/overview/where-do-we-want-be/goals-objectives>.

⁹ *Id.*; see *supra* fn 1.

- 1) Direction – the expected change or accomplishment (e.g., improve, maintain);
- 2) Timeframe – when the objective will be achieved; and
- 3) Target Population– whom is affected by the objective.

Examples of program objectives:¹¹

- By the end of the program, drug-addicted youth will recognize the long-term consequences of drug use.
 - To place eligible youth in an intensive supervision program within two weeks of adjudication to ensure their accountability and the community's safety.
- To ensure the youth in this program carry out all the terms of the mediation agreements they have worked out with their victims by program completion.

Principles of Effective Intervention

During the past two decades, there has been renewed interest in examining correctional research. These efforts have been led by researchers such as Gendreau, Andrews, Cullen, Lipsey and others.¹² Much evidence has been generated, leading to the conclusion that many rehabilitation programs have, in fact, produced significant reductions in recidivism. The next critical issue became the identification of those characteristics most commonly associated with effective programs. Through the work of numerous scholars (Andrews et al., 1990¹³; Cullen and Gendreau, 2000¹⁴; Lipsey 1999¹⁵), several “principles of effective intervention” have been identified. These principles can be briefly categorized as the following:

- Assess Risk/Needs
- Enhance Intrinsic Motivation
- Target Interventions
 - Risk Principle
 - Needs Principle
 - Responsivity Principle
 - Dosage
 - Treatment Principle
- Skill Train with Directed Practice
- Increase Positive Reinforcement
- Engage Ongoing Support in Natural Communities

¹⁰ Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from <http://www.jrsa.org/nijec/publications/program-evaluation.pdf>.

¹¹ *Id.*

¹² For a thorough review of this research, see Cullen, F.T. and B.K. Applegate. 1998. *Offender rehabilitation: Effective correctional intervention*. Brookfield, Vt.: Ashgate Dartmouth.

¹³ Andrews, D.A., I. Zinger, R.D. Hoge, J. Bonta, P. Gendreau and F.T. Cullen. 1990. Does correctional treatment work? A clinically relevant and psychologically informed meta-analysis. *Criminology* 28(3):369-404.

¹⁴ Cullen, F.T. and P. Gendreau. 2000. Assessing correctional rehabilitation: Policy, practice, and prospects. In *Criminal justice 2000: Volume 3 – Policies, processes, and decisions of the criminal justice system*, ed. J. Horney, 109-175. Washington, D.C.: U.S. Department of Justice, National Institute of Justice.

¹⁵ Lipsey, M.W. 1999. Can intervention rehabilitate serious delinquents? *The Annals of the American Academy of Political and Social Science*, 564(2):142-166.

- Measure Relevant Processes/Practices
- Provide Measurement Feedback

APPENDIX D

SAMPLE: Project Review Plan Components

A Local Evaluation Plan (PRP) should, at a minimum, address the following:

1. What are the Project Goals?
2. What are the corresponding Project Objectives?
3. Define the targeted youth (for example: gender, age, risk factors, prior involvement with the juvenile justice system (if applicable), etc.
4. Describe the process for determining which interventions(s) and/or services a participant needs and will receive.
5. How does the project plan to document the services within the intervention(s) and/or services provided to each participant?
6. What is the estimated number of participants receiving the different intervention(s) and/or services being provided by the project?
7. How does the project plan to track the participants in terms of their progress in the project (for example start dates, attendance logs, dropouts, successful completions, progress milestones, etc.)?
8. Describe the project-oversight structure and overall decision-making process for the project.
9. How does the project anticipate ensuring project components are being monitored, determined effective, and adjusted as necessary?
10. Describe the project's plan for documenting activities performed by staff and contracted providers, if applicable.
11. What outcome variables/measures will be tracked and how will the project track/record these?
12. Detail the criteria for determining participant success/failure in the project.
13. Identify the method of determining if the project achieved the goals provided above.
14. How does the project plan to document the cost per participant?

APPENDIX E

Youth Reinvestment Grant Executive Steering Committee

Youth Reinvestment Grant Executive Steering Committee Membership Roster

	Name	Title	Organization/Agency
1	David Steinhart (Co-Chair)	Director & BSCC Board Member	Commonweal Juvenile Justice Program
2	Mark Varela (Co-Chair)	Chief Probation Officer & BSCC Board Member	Ventura County Probation Department
3	Jessica Chandler	Social Worker	Los Angeles County, Department of Children & Family Services
4	Amy Cohen	Child, Adolescent, Adult and Family Psychiatry Director	Center for Collaborative Parenting
5	Paul Espinosa	Captain	Los Angeles Police Department
6	Donna Groman	Judge	Los Angeles County Superior Court
7	Frankie Guzman	Director, California Youth Justice Initiative	National Center for Youth Law
8	Jane Halladay Goldman	Director, Service Systems Program	National Center for Child Traumatic Stress
9	Brooke Harris	Adjunct Professor & Supervising Clinical Attorney	Loyola Law School, Center for Juvenile Law & Policy
10	Olin Jones	Founder	Olin C. Jones Consulting
11	Patricia Lee	Chief Juvenile Public Defender	City & County of San Francisco
12	Julio Marcial	Director of Youth Justice	Liberty Hill Foundation
13	Laura John Ridolfi	Policy Director	W. Haywood Burns Institute
14	Patricia Soung	Policy Director of Youth Justice	Children's Defense Fund - California

APPENDIX F: SAMPLE - Contract and General Terms and Conditions

STANDARD AGREEMENT

STD 213 (Rev 10-2018)

AGREEMENT NUMBER

BSCC XXX-19

PURCHASING AUTHORITY NUMBER (If

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

GRANTEE NAME

2. The term of this Agreement is:

START DATE

JULY 1, 2019

THROUGH END DATE

MAY 31, 2023

3. The maximum amount of this Agreement is:

\$000,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Youth Reinvestment Grant (YRG) Program Request for Proposals	*
Attachment 2	YRG Application for Funding	xx
Appendix A	YRG Program Executive Steering Committee	1
Appendix B	Criteria for Non-Governmental Organizations Receiving YRG Program Funds	2

* This item is hereby incorporated by reference and can be viewed at: http://www.bscc.ca.gov/s_youthreinvestmentgrant*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

CONTRACTING AGENCY

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

MARY JOLLS

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

Name of Grantee
BSCC XXX-19

EXHIBIT A
SAMPLE - SCOPE OF WORK

1. GRANT AGREEMENT – YOUTH REINVESTMENT GRANT PROGRAM

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and XXX (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

A. Project Summary here....

B. Grantee agrees to administer the project in accordance with Attachment 1: YRG Program Request for Proposals (incorporated by reference) and Attachment 2: YRG Application for Funding, which are attached and hereto made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name:

Title:

Address:

Phone:

Designated Financial Officer authorized to receive warrants:

Name:

Title:

Address:

Phone:

Fax:

Email:

Project Director authorized to administer the project:

Name:

Title:

Address:

Phone:

Fax:

Email:

C. Either party may change its project representatives upon written notice to the other party.

Name of Grantee
BSCC XXX-19

EXHIBIT A

SAMPLE - SCOPE OF WORK

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in the Youth Reinvestment Grant Program Request for Proposals.

5. REPORTING REQUIREMENTS

A. Quarterly Progress Reports

Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Progress Reporting Periods	Due no later than:
1. July 1, 2019 to September 30, 2019	November 15, 2019
2. October 1, 2019 to December 31, 2019	February 14, 2020
3. January 1, 2020 to March 31, 2020	May 15, 2020
4. April 1, 2020 to June 30, 2020	August 14, 2020
5. July 1, 2020 to September 30, 2020	November 16, 2020
6. October 1, 2020 to December 31, 2020	February 15, 2021
7. January 1, 2021 to March 31, 2021	May 14, 2021
8. April 1, 2021 to June 30, 2021	August 16, 2021
9. July 1, 2021 to September 30, 2021	November 15, 2021
10. October 1, 2021 to December 31, 2021	February 15, 2022
11. January 1, 2022 to March 31, 2022	May 16, 2022
12. April 1, 2022 to June 30, 2022	August 15, 2022
13. July 1, 2022 to September 30, 2022	November 16, 2022
14. October 1, 2022 to December 31, 2022	February 15, 2023
15. January 1, 2023 to February 28, 2023	April 14, 2023

B. Evaluation Documents

	Due no later than:
1. Local Evaluation Plan	October 1, 2019
2. Final Local Evaluation Report	May 31, 2023

C. Other

Grantees shall submit all other reports and data as required by the BSCC.

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.

Name of Grantee
BSCC XXX-19

EXHIBIT A
SAMPLE - SCOPE OF WORK

The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.

- B. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- C. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- D. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- E. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the Youth Reinvestment Grant Program Executive Steering Committee (see Contract Appendix A) from receiving funds from the Youth Reinvestment Grant Program awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Youth Reinvestment Grant Program ESC membership roster (see Contract Appendix A) and ensuring no grant dollars are passed through to any entity represented by the members of the Youth Reinvestment Grant Program ESC.
- B. In cases of an actual conflict of interest with an ESC member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

Name of Grantee
BSCC XXX-19

EXHIBIT B

SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid one-third of awarded funds within 45 days of the execution date of this agreement. When the grantee has expended 80% of the disbursed funds and has submitted the required documentation to the BSCC, the grantee shall be paid an additional one-third of the award. The grantee will be paid the final one-third of the award after expending 80% of the total disbursed funds.

Grant Cycle Quarterly Invoicing Periods	Due No Later Than:
1. July 1, 2019 to September 30, 2019	November 15, 2019
2. October 1, 2019 to December 31, 2019	February 14, 2020
3. January 1, 2020 to March 31, 2020	May 15, 2020
4. April 1, 2020 to June 30, 2020	August 14, 2020
5. July 1, 2020 to September 30, 2020	November 16, 2020
6. October 1, 2020 to December 31, 2020	February 15, 2021
7. January 1, 2021 to March 31, 2021	May 14, 2021
8. April 1, 2021 to June 30, 2021	August 16, 2021
9. July 1, 2021 to September 30, 2021	November 15, 2021
10. October 1, 2021 to December 31, 2021	February 15, 2022
11. January 1, 2022 to March 31, 2022	May 16, 2022
12. April 1, 2022 to June 30, 2022	August 15, 2022
13. July 1, 2022 to September 30, 2022	November 15, 2022
14. October 1, 2022 to December 31, 2022	February 15, 2023
15. January 1, 2023 to February 28, 2023	April 15, 2023
Final Local Evaluation Plan Invoicing Period	Due no later than
16. March 1, 2023 to May 31, 2023	July 15, 2023

- B. All grant project expenditures (excluding Final Local Evaluation Report costs) and all obligated match contributions must be incurred by the end of the grant project cycle, February 28, 2023, and included on the final invoice due April 15, 2023. Project costs/match contributions incurred after February 28, 2023 will not be reimbursed/eligible for contribution.
- C. The Final Local Evaluation Report is due to the BSCC by May 31, 2023. Only those expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed during the Final Local Evaluation Plan Invoicing Period, March 1, 2023 to May 31, 2023. All fiscal supporting documentation for expenditures related to the Final Local Evaluation Report must be submitted to the BSCC by the due date of the final invoice due on July 15, 2023.
- D. An invoice is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

Name of Grantee
BSCC XXX-19

EXHIBIT B

SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

- E. Any unspent funds remaining at the end of the agreement term must be returned to the BSCC.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Youth Reinvestment Grant Program funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the California Budget Act of 2018 (Senate Bill 840, Chapter 28, Statutes of 2018). It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Youth Reinvestment Grant Program funding is reduced or falls below estimates contained within the Youth Reinvestment Grant Program Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The grantee agrees to comply with the provisions BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2016) including any updated version that may be posted during term of the grant agreement. The BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at

Name of Grantee
BSCC XXX-19

EXHIBIT B

SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

<http://www.bscc.ca.gov/downloads/BSCC%20Grant%20Admin%20Guide%20July%202016.pdf>.

- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

Name of Grantee
BSCC XXX-19

EXHIBIT B
SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

Year 1 Budget	Grant Funds
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$0
5. Equipment/Fixed Assets	\$0
6. Data Collections	\$0
7. Project Evaluation	\$0
8. Other (Travel, Training, etc.)	\$0
9. Indirect Costs	\$0
TOTAL	\$0

Year 2 Budget	Grant Funds
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$0
5. Equipment/Fixed Assets	\$0
6. Data Collections	\$0
7. Project Evaluation	\$0
8. Other (Travel, Training, etc.)	\$0
9. Indirect Costs	\$0
TOTAL	\$0

Name of Grantee
BSCC XXX-19

EXHIBIT B
SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

Year 3 Budget	Grant Funds
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$0
5. Equipment/Fixed Assets	\$0
6. Data Collections	\$0
7. Project Evaluation	\$0
8. Other (Travel, Training, etc.)	\$0
9. Indirect Costs	\$0
TOTAL	\$0

Year 4 (8 months) Budget	Grant Funds
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$0
5. Equipment/Fixed Assets	\$0
6. Data Collections	\$0
7. Project Evaluation	\$0
8. Other (Travel, Training, etc.)	\$0
9. Indirect Costs	\$0
TOTAL	\$0

Name of Grantee
BSCC XXX-18

EXHIBIT C

SAMPLE - GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §§10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as

EXHIBIT C**SAMPLE - GENERAL TERMS AND CONDITIONS (04/2017)**

defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §§12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
(<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>)

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

Name of Grantee
BSCC XXX-18

EXHIBIT C

SAMPLE - GENERAL TERMS AND CONDITIONS (04/2017)

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

Name of Grantee
BSCC XXX-18

EXHIBIT C

SAMPLE - GENERAL TERMS AND CONDITIONS (04/2017)

- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. [PCC 10344 (e).]

Name of Grantee
BSCC XXX-18

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: YRG Program Request for Proposals and Attachment 2: YRG Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: YRG Program Request for Proposal and Attachment 2: YRG Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Name of Grantee
BSCC XXX-18

EXHIBIT D

SAMPLE - SPECIAL TERMS AND CONDITIONS

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Youth Reinvestment Grant Program RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end

Name of Grantee
BSCC XXX-18

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

- C. Pursuant to Government Code Section 7599.2 (c), grantees are subject to audits by the State Controller's Office and must comply with requirements and instructions provided by that office.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix I of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

Name of Grantee
BSCC XXX-18

EXHIBIT D

SAMPLE - SPECIAL TERMS AND CONDITIONS

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: YRG Program Request for Proposals, Attachment 2: YRG Application for Funding, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be

Name of Grantee
BSCC XXX-18

EXHIBIT D

SAMPLE - SPECIAL TERMS AND CONDITIONS

conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Name of Grantee
BSCC XXX-18

APPENDIX A
SAMPLE – YRG Program Executive Steering Committee Roster

	<u>Name</u>	<u>Title</u>	<u>Organization/Agency</u>
1	David Steinhart (Co-Chair)	Director & BSCC Board Member	Commonweal Juvenile Justice Program
2	Mark Varela (Co-Chair)	Chief Probation Officer & BSCC Board Member	Ventura County Probation Department
3	Jessica Chandler	Social Worker	Los Angeles County, Department of Children & Family Services
4	Amy Cohen	Child, Adolescent, Adult and Family Psychiatry Director	Center for Collaborative Parenting
5	Paul Espinosa	Captain	Los Angeles Police Department
6	Donna Groman	Judge	Los Angeles County Superior Court
7	Frankie Guzman	Director, California Youth Justice Initiative	National Center for Youth Law
8	Jane Halladay Goldman	Director, Service Systems Program	National Center for Child Traumatic Stress
9	Brooke Harris	Adjunct Professor & Supervising Clinical Attorney	Loyola Law School, Center for Juvenile Law & Policy
10	Olin Jones	Founder	Olin C. Jones Consulting
11	Patricia Lee	Chief Juvenile Public Defender	City & County of San Francisco
12	Julio Marcial	Director of Youth Justice	Liberty Hill Foundation
13	Laura John Ridolfi	Policy Director	W. Haywood Burns Institute
14	Patricia Soung	Policy Director of Youth Justice	Children's Defense Fund - California

APPENDIX B**SAMPLE - Criteria for Non-Governmental Organizations Receiving YRG Funds**

The YRG Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving YRG funds. The RFP describes these requirements as follows:

Any partnering NGO that receives Youth Reinvestment Grant Program funds as a subgrantee, or subcontractor must have been duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with the BSCC grantee.

- Non-governmental organizations entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the fiscal agreement with the BSCC grantee.
- Any NGO that receives YRG Grant funds (as either a subgrantee or subcontractor) must:
 - Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the YRG grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grantee and subcontractor fiscal agreement.
 - Be registered with the California Secretary of State's Office, if applicable;
 - Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
 - Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
 - Have a physical address (an exception can be made for an Indian Tribe)

Name of Grantee
BSCC XXX-18

APPENDIX B

SAMPLE - Criteria for Non-Governmental Organizations Receiving YRG Funds

Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), nonprofit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g. counties, cities, school districts, etc.).

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the YRG RFP. These records will be subject to the records and retention language found in Exhibits A and D of the Standard Agreement.

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

Name of Grantee
BSCC XXX-18**APPENDIX B****AUTHORIZED SIGNATURE**

(This document must be signed by the person who is authorized to sign the Grant Agreement.)

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (Blue Ink Only) X			DATE

SAMPLE
GRANT
AGREEMENT

APPENDIX G

SAMPLE: Governing Board Resolution

Before grant funds can be reimbursed, a grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g., a City Council or County Board of Supervisors delegating such authority to an Agency head).

Below is assurance language that, at a minimum, must be included in the resolution submitted to the Board of State and Community Corrections.

Applicants are encouraged (but not required) to submit the resolution with their application.

WHEREAS the ***(insert name of Applicant Agency)*** desires to participate in the Youth Reinvestment Grant Program funded through the California State General Fund and administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

NOW, THEREFORE, BE IT RESOLVED that the ***(insert title of designated official)*** be authorized on behalf of the ***(insert name of Governing Board)*** to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the ***(insert name of Applicant Agency)*** agrees to ensure all matching funds required for the above grant are provided and abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the ***(insert name of Governing Board)*** in a meeting thereof held on ***(insert date)*** by the following:

Ayes:

Notes:

Absent:

Signature: _____ Date: _____

Typed _____ Name _____ and _____ Title: _____

ATTEST: _____ Signature: _____ Date: _____

Typed Name and Title: _____

APPENDIX H

SAMPLE: Youth Reinvestment Grant Program Progress Report

Grantee:	BSCC Grant Award Number:
Project Title:	Date:
Prepared by:	Phone:
Title:	Email:

Year 1 Reporting Quarters			
<input type="checkbox"/> Quarter 1 July 1-September 30, 2019 Due: November 15, 2019	<input type="checkbox"/> Quarter 2 October 1-December 31, 2019 Due: February 14, 2020	<input type="checkbox"/> Quarter 3 January 1-March 31, 2020 Due: May 15, 2020	<input type="checkbox"/> Quarter 4 April 1-June 30, 2020 Due: August 14, 2020

SECTION 1

Please provide an update on your efforts with respect to administering the project as outlined in the grant proposal by addressing the following questions.

Expenditure Status:

Youth Reinvestment Grant Award Amount - \$	
Amount Invoiced-to-Date (Sum of Quarterly Invoices)	\$
Percent of Award Invoiced to Date (Amount above ÷ Award Amount)	%

In relation to the overall grant budget, are state Youth Reinvestment grant funds being expended as planned and on schedule? ☐ Yes ☐ No
If not, please explain why, and describe what expenditure plan(s) exist for the grant period.

Overall Activities Implemented: Describe project activities this reporting period (hiring of staff, process development/improvement, service delivery, collaboration efforts, evaluation planning/implementation).

Overall Project Challenges: Identification and Resolution- Describe any challenges/issues the project has encountered during the reporting period. Consider what may be affecting project effectiveness or may have the potential of affecting program outcomes and stated goals. Examples of areas where problems may exist are program administration, service delivery, rate of referrals, and participant enrollment or participation, county processes, among others. Describe the plan to resolve identified challenges.

Overall Accomplishments and Highlights: What successes (other than participant-specific) has the project achieved (e.g., reaching participant enrollment for the period,

reaching other stated project goals, recognition from public officials and/or other jurisdictions/agencies, receiving media coverage)? Please include any training project staff and/or local partnering agencies have received this reporting period.

Other Comments, Observations, and/or Project Notables:

Case Study/Anecdotal Information: Case studies are often the most compelling evidence of the value of a program. With this in mind, please provide a brief description of a client enrolled in your project (e.g., age, gender, race, criminal history, etc.), challenges with engaging and/or serving the client, and how the project is positively impacting him/her and their family.

Do not identify participant by name.

SECTION 2: County Identified Goals and Objectives

Section 2 lists the goals and objectives developed by the grantee and provided to the BSCC. There are three questions for each goal/objective listed. Provide responses specific to this reporting quarter below.

- **Goal:** Goal 1 from grantee proposal

Objectives:

- Objective 1a from proposal
- Objective 1b from proposal
- Objective 1c from proposal

1. Describe progress towards the stated goal and objectives during the reporting period.
2. Describe any challenges towards the stated goal and objectives during the reporting period.
3. If applicable, what steps were implemented to address challenges?

- **Goal:** Goal 2 from grantee proposal

Objectives:

- Objective 2a from proposal
- Objective 2b from proposal
- Objective 2c from proposal

1. Describe progress towards the stated goal and objectives during the reporting period.
2. Describe any challenges towards the stated goal and objectives during the reporting period.

3. If applicable, what steps were implemented to address challenges?

- **Goal:** Goal 3 from grantee proposal

Objectives:

- Objective 3a from proposal
- Objective 3b from proposal
- Objective 3c from proposal

1. Describe progress towards the stated goal and objectives during the reporting period.
2. Describe any challenges towards the stated goal and objectives during the reporting period.
3. If applicable, what steps were implemented to address challenges?

SECTION 3: Technical Assistance/Other

Section 3 asks questions related to technical assistance and provides space for any additional information the grantee would like to report. Provide responses specific to this reporting quarter below.

1. What modifications, if any, have been made to programs/services funded with Youth Reinvestment Program Grant dollars?
2. What quality assurance methods are in place to ensure programs/services are being delivered as intended and with fidelity to the evidence-based model(s)?
3. Would you like technical assistance? If so, describe the nature of the request.
4. Other - Provide any additional information on the grant, its implementation, programming, etc. below.

SECTION 4: Data Collection

Section 4 asks questions related to participants' program enrollment and exit. Provide data for all programs/services funded by the Youth Reinvestment Grant Program. (For example, the grant agreement includes Aggression Replacement Training, Therapy Groups, and a contract with a non-governmental organization to provide additional services.) Provide data for all programs/services funded by the Youth Reinvestment Grant Program. Provide responses specific to this reporting quarter below.

Project Enrollment Data (Reporting Quarter Data Only):

1. How many participants were referred to programs/services funded by the Youth Reinvestment Grant Program this reporting quarter?
2. How many participants were enrolled in programs/services funded by the Youth Reinvestment Grant Program this reporting quarter?

3. Of those participants who were enrolled this reporting quarter, how many were enrolled as a mandatory condition of probation? How many enrolled voluntarily?
4. How many participants were served by programs/services funded by the Youth Reinvestment Grant Program this reporting quarter?
5. What was the average number of days between referral date to first service activity date for those participants enrolled this reporting quarter?
6. How many participants were screened or assessed prior to referral or enrollment? If so, what screening tools or assessments were used?

7. Provide the total number of participants for each age group that enrolled in programs/services:

11:	12:	13:	14:
15:	16:	17:	

8. Provide the total number of participants for each ethnicity group that enrolled in programs/services:

African American	Caucasian	Hispanic	Pacific Islander
Asian	Filipino	Native American	Other/Mixed

9. Provide the total number of participants for each gender group that enrolled in programs/services:

Female	Non-Binary/Third Gender	Prefer Not to State
Male	Prefer to Self-Define	

10. Provide the number of participants with the following levels of education upon enrollment in programs/services:

Some High School	Some College	Other
High School Graduate/GED	College Graduate	

11. Provide the number of participants with the following levels of employment upon enrollment in programs/services:

Full-time	Part-time	Unemployed	Other/Unknown
-----------	-----------	------------	---------------

12. Provide the number of participants with the following housing statuses upon enrollment in programs/services:

Living with parent(s)	Living independently	Living with relatives	Living in Out-of-Home Care through Child Welfare or Probation	Homeless
-----------------------	----------------------	-----------------------	---	----------

Project Exit Data (Reporting Quarter Data Only):

1. How many participants exited programs/services funded by the Youth Reinvestment Grant Program this reporting quarter?

2. Provide the total number of participants for each age group that exited programs/services:

14:	17:	20:	23:
15:	18:	21:	24:
16:	19:	22:	

3. Provide the total number of participants for each ethnicity group that exited programs/services:

African American	Caucasian	Hispanic	Pacific Islander
Asian	Filipino	Native American	Other/Mixed

4. Provide the total number of participants for each gender group that exited programs/services:

Female	Non-Binary/Third Gender	Prefer Not to State
Male	Prefer to Self-Define	

5. Provide the number of participants with the following levels of education when exiting programs/services:

Some High School	Some College	Other
High School Graduate/GED	College Graduate	

6. Provide the number of participants with the following levels of employment when exiting programs/services:

Full-time	Part-time	Unemployed	Other/Unknown
-----------	-----------	------------	---------------

7. Provide the number of participants with the following housing statuses upon exiting programs/services:

Living with parents	Living independently	Living with Relatives	Living in out-of-home care through Child Welfare or Probation	Homeless
---------------------	----------------------	-----------------------	---	----------

8. Provide the number of participants who exited the programs/services for the following reasons:

Successfully completing the program	Dropped out of program/services	Asked to leave
Arrest and/or incarceration	Other (describe):	

9. Definition of successfully completing the program:
10. What was the average length of stay in the program/services for participants who successfully completed the program (in days)?

APPENDIX I

Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

☐ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☐ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☐ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
AUTHOTIZED OFFICER SIGNATURE (Blue Ink Only) X			DATE

APPENDIX J
SAMPLE: BSCC Comprehensive Monitoring Visit Tool

Corrections Planning and Grant Programs Division
COMPREHENSIVE MONITORING VISIT (CMV) TOOL
SAMPLE

Grantee:**Award Year:** 1 ☐ 2 ☐ 3 ☐ 4 ☐
(as applicable)**Grant Program:****Federal Funds:** ☐ **State Funds:** ☐**Contract Number:****Grant Amount:****Project Title:****Project Director:****Financial Officer:****Project Director Phone:****Financial Officer Phone:****Project Director E-Mail:****Financial Officer E-mail:****Field Representative:****Date of Visit:****Persons Interviewed During the Monitoring (Name, Title, Agency):****Project Sites Visited (Name, Address):****Project Summary:**

I. ADMINISTRATIVE REVIEW

1. Executed Agreement

The Grantee has a copy of the fully executed Standard Agreement in the official file (e-file is acceptable). Yes ☐ No ☐

2. BSCC Grant Administration Guide

The Grantee has a copy of the BSCC Grant Administration Guide readily available and staff know how to use it (e-file is acceptable). Yes ☐ No ☐

3. Organizational Chart

The Grantee has a current organizational chart for the department/unit/section responsible for programmatic oversight of the grant. Yes ☐ No ☐

4. Duty Statements

The Grantee maintains duty statements for grant-funded staff that list specific activities related to the grant. *Note: Standard job classifications usually are not acceptable, unless the position was created specifically for the grant.* Yes ☐ No ☐

5. Timesheets

5a. The Grantee maintains timesheets on all staff charged to the grant. Note: Estimates and/or percentages are not acceptable.

Yes ☐ No ☐

5b. The Grantee maintains functional timesheets or conducts time studies for split-funded positions. *Note: Estimates and/or percentages are not acceptable.* Yes ☐ No ☐ N/A ☐

6. Staff Positions

All authorized positions are filled and performing grant-related duties.

Yes ☐ No ☐

If no, list all unfilled positions and explanations for vacancies in the Administrative Review Comments section.

7. Anticipated Changes

Are there any anticipated changes to staff or the project?

Yes ☐ No ☐

If yes, explain in the Administrative Review Comments section.

8. Subcontracts

8a. Does this grant provide for subcontracted services?

Yes ☐ No ☐

If yes, list subcontracts awarded in the Administrative Review Comments section.

8b. Copies of the subcontract awards are contained within the official project file.

Yes ☐ No ☐ N/A ☐

8c. Subcontracts contain the required language from the BSCC contract (e.g., access to program and fiscal records, access to facility, access to program participants, Non-Discrimination clause, Civil Rights compliance). **Yes** ☐ **No** ☐ **N/A** ☐

8d. Subcontracts appear to be in compliance with conflict of interest laws that prohibit individuals or organizations that participated on the Executive Steering Committee for this grant. **Yes** ☐ **No** ☐ **N/A** ☐

9. Budget Modifications

9a. Copies of project budget modifications are maintained in the official file. **Yes** ☐ **No** ☐ **N/A** ☐

9b. Were there any substantial modifications made that were not approved by the BSCC? **Yes** ☐ **No** ☐

If yes, explain in the Administrative Review Comments section.

10. Fidelity Bond

The Grantee maintains a Fidelity Bond (applicable for non-governmental entities only).

Yes ☐

Field Representative Comments for Administrative Review Section:
Number comments to correspond to the Administrative Review items.

II. CIVIL RIGHTS REVIEW

(for all federal grants; as applicable to state-funded programs)

1. Equal Employment Opportunity Plan

1a. The Grantee has an Equal Employment Opportunity Plan (EEOP) on file for review.

Yes ☐ **No** ☐

1b. If yes, on what date did the Grantee prepare the EEOP?

2. EEOP Short Form

2a. If applicable: has the Grantee submitted an EEOP Short Form to the Office for Civil Rights (OCR), U.S. Department of Justice (DOJ) (i.e., 50 or more employees and \$750,000 or more in federal funds)? **Yes** ☐ **No** ☐ **N/A** ☐

2b. If yes, on what date did the Grantee submit the EEOP Short Form?

3. Notification to Program Participants

How does the Grantee notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g., posters, inclusion in program brochures, program materials, etc.)? ***Explain in Civil Rights Review Comments section.***

4. Notification to Employees

How does the Grantee notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g., posters, dissemination of relevant orders or policies, recruitment materials, etc.)?

Explain in Civil Rights Review Comments section.

5. Complaints

There are written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the grantee with the BSCC or the OCR.

Yes ☐ No ☐ N/A ☐

6. Discrimination on the Basis of Disability

If the Grantee has 50 or more employees and receives DOJ funding of \$25,000 or more, has the grantee:

6a. Adopted grievance procedures (for both employees and program participants) that incorporate due process standards and provide for prompt and equitable resolution of complaints alleging a violation of the DOJ regulations which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

Yes ☐ No ☐ N/A ☐

6b. Designated a person to coordinate compliance with prohibitions against disability discrimination?

Yes ☐ No ☐ N/A ☐

6c. Notified participants, beneficiaries, employees, applicants, and others that the grantee does not discriminate on the basis of disability?

Yes ☐ No ☐ N/A ☐

7. Discrimination on the Basis of Sex

If the Grantee operates an education program or activity, have they taken the following actions?

7a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations which prohibit discrimination on the basis of sex?

Yes ☐ No ☐ N/A ☐

7b. Designated a person to coordinate compliance with the prohibitions against sex discrimination?

Yes ☐ No ☐ N/A ☐

7c. Notified applicants for admission and employment, employees, students, parents, and others that the grantee does not discriminate on the basis of sex in its educational programs or activities? **Yes** ☐ **No** ☐ **N/A** ☐

8. Findings

The Grantee has complied with the requirement to submit to the OCR any findings of discrimination against the grantee issued by a federal or state court, or federal or state administering agency, on the grounds of race, color, religion, national origin, or sex.

Yes ☐ **No** ☐ **N/A** ☐

9. Limited English Proficiency

What steps have been taken to provide meaningful access to its programs and activities to person who have limited English proficiency (LEP)? Include whether the grantee has developed a written policy on providing language access services to LEP persons.

10. Training

Training is conducted for the Grantee's employees on the requirements under federal civil rights laws.

Yes ☐ **No** ☐ **N/A** ☐

11. Religious Activities

If the grantee conducts religious activities as part of its program or services, do they:

11a. Provide services to everyone regardless of religion or religious belief?

Yes ☐ **No** ☐ **N/A** ☐

11b. Ensure it does not use federal funds to conduct inherently religious activities (such as prayer, religious instruction, or attempt to convert participants to another religion) and that such activities are kept separate in time or place from federally-funded activities?

Yes ☐ **No** ☐ **N/A** ☐

11c. Ensure participation in religious activities is voluntary for beneficiaries of federally-funded programs?

Yes ☐ **No** ☐ **N/A** ☐

Field Representative Comments for Civil Rights Review Section:
Number comments to correspond to the Civil Rights Review items.

III. FISCAL REVIEW

1. Budget File

The Grantee maintains an official budget file for the project.

Yes ☐ **No** ☐

2. Fiscal Policies and Procedures

2a. The Grantee maintains written procedures for the fiscal policies related to the grant and they are accessible by grants management staff. Yes ☐ No ☐

2b. The Grantee can explain its agency's claims, payments and reimbursement processes as they relate to this grant (i.e., agency checks and balances). Yes ☐ No ☐

3. Invoices

3a. Financial invoices are current and spending is on track. Yes ☐ No ☐

3b. Copies of the BSCC invoices for reimbursement are within the official file. Yes ☐ No ☐

3c. The fiscal/accounting records reviewed during the visit contained adequate supporting documentation for all claims on invoices, including match. Yes ☐ No ☐

3d. Salaries and benefits can be easily tied back to reimbursement invoices. Yes ☐ No ☐

3e. The Grantee maintains supporting documentation or a calculation methodology for indirect costs or overhead claimed (e.g., an approved Indirect Cost Rate Proposal). Yes ☐ No ☐ N/A ☐

3f. Expenditures appear to meet contract eligibility, as defined in the BSCC Grant Administration Guide. Yes ☐ No ☐

4. Tracking

4a. BSCC contract funds are deposited into separate fund accounts or coded to distinguish grant funds from other fund sources. Yes ☐ No ☐

4b. The Grantee maintains a tracking system for purchases, including receipts and disbursements, related to the grant program. Yes ☐ No ☐

4c. Tracking reports are reviewed by management and/or program staff. Yes ☐ No ☐

4d. The Grantee can provide general ledgers documenting the entries for receipts and disbursements. Yes ☐ No ☐

5. Equipment/Fixed Assets

5a. Did the Grantee purchase or lease equipment/fixed assets with grant funds? Yes ☐ No ☐

5b. The Grantee received prior approval from BSCC for purchases of equipment and/or fixed assets that were more than \$3,500 per item. Yes ☐ No ☐ N/A ☐

5c. The equipment/fixed assets were listed in the budget or in a Budget Modification. Yes ☐ No ☐ N/A ☐

5d. The Grantee maintains an inventory list of equipment/fixed assets purchased with grant funds. Yes ☐ No ☐ N/A ☐

5e. The Grantee maintains proof of receipt of equipment/fixed assets. Yes ☐ No ☐ N/A ☐

6. Supplanting

The Grantee can verify that expenditures submitted for grant reimbursement (including salaries and benefits) are not also claimed/reimbursed under another separate agreement or funding stream (supplanting). Yes ☐ No ☐

7. Match

7a. The Grantee is in compliance with the match requirement. Yes ☐ No ☐ N/A ☐

7b. If the Grantee is currently under-matched, is there a plan to meet the contractually obligated match amount?

8. Project Income

Does the Grantee generate income from grant funds (e.g., fundraisers, registration fees, etc.)? Yes ☐ No ☐ N/A ☐

9. Subcontracts

9a. Does the Grantee require subcontract agencies to submit source documentation with their billing invoice? Yes ☐ No ☐ N/A ☐

9b. What type of documentation detail does the agency keep for subcontractor service delivery billing (to include list of positions funded, documented staff hours, list of services delivered, client sign-in logs, time/duration of services, other invoice detail, etc.)?

Describe in the Fiscal Review Comments section.

9c. Is the source documentation sufficient to justify charges? Yes ☐ No ☐ N/A ☐

9d. Does the Grantee conduct desk audits of subcontract agencies? Yes ☐ No ☐ N/A ☐

9e. Does the Grantee conduct site visits to subcontract agencies? Yes ☐ No ☐ N/A ☐

10. Audits

10a. What type of audit report will the project submit?

Single City/County Audit Report ☐

Program Specific Audit ☐

Other ☐

10b. The Grantee has audit reports covering the agency's internal control structure within the last two years. **Yes** ☐ **No** ☐

Field Representative Comments for Fiscal Review Section:
Number comments to correspond to Fiscal Review items.

IV. PROGRAM REVIEW

Note: Some of the information collected in this section will be used to foster discussion and assist with technical assistance, not necessarily to determine compliance.

1. Governing Body

1a. Does the grant require formation of some type of governing body (steering committee, coordinating council, etc.) to guide grant activities?

Yes ☐ **No** ☐ **N/A** ☐

1b. If so, has this body been formed and is it meeting as required?

Yes ☐ **No** ☐ **N/A** ☐

1c. Are all of the required members participating?

Yes ☐ **No** ☐ **N/A** ☐

2. Evidence-Based Interventions

2a. List all interventions being used by the grantee.

List in the Program Review Comments section.

2b. Which interventions do the grantee identify as "evidence-based?" Why? Based on what information? **Explain in the Program Review Comments section.**

2c. Does the Grantee have a quality assurance or fidelity monitoring process in place to ensure that interventions are implemented as intended? **Yes** ☐ **No** ☐

3. Assessments

3a. If providing direct services, how are participants assessed for risk, need and responsiveness? **Explain in the Program Review Comments section.**

3b. How is that information used? **Explain in the Program Review Comments section.**

4. Staff Training

4a. Do all project staff receive an orientation and/or training pertinent to the grant project? Yes ☐ No ☐

4b. Are there opportunities for ongoing training for staff affiliated with the grant? Yes ☐ No ☐

5. Policies & Procedures

5a. Did the Grantee develop a written Policies & Procedures Manual or Program Manual specific to the grant project? Yes ☐ No ☐

5b. Are they accessible to staff? Yes ☐ No ☐

6. Case Management/Tracking

6a. Does the Grantee maintain an automated or web-based case management and/or data collection system to track clients served by the grant? Yes ☐ No ☐ N/A ☐

6b. If not, how are services and/or clients tracked?
Explain in the Program Review Comments section.

7. Source Documentation

The Grantee maintains appropriate source documentation (e.g., case records, case files, sign-in sheets, etc.) for the clients served. Yes ☐ No ☐ N/A ☐

8. Progress Reports

8a. Progress Reports are current. Yes ☐ No ☐

8b. Program records reviewed at the site visit provided sufficient detail to support information reported in Progress Reports. Yes ☐ No ☐
If no, explain in the Program Review Comments section.

9. Problems

The Grantee has experienced operational or service delivery problems.
If yes, explain in the Program Review Comments section. Yes ☐ No ☐

10. Sustainability

Does the grantee have a sustainability plan to continue service delivery after grant funds expire? Yes ☐ No ☐
Describe in the Program Review Comments section.

11. Other Requirements Reviewed

Per this site visit review, programmatic requirements specific to this grant program are being met. Yes ☐ No ☐

Field Representative Comments for the Program Review Section:
Number comments to correspond to Program Review items.

V. DATA COLLECTION AND EVALUATION

1. Evaluator

Does the Grantee subcontract for its data collection and evaluation services?

Yes ☐ No ☐ N/A ☐

If yes, list name of organization and describe the relationship in the Data Collection and Evaluation Comments section.

2. Evaluation Plan

Is the Grantee on track with the activities and milestones described in its Evaluation Plan?

Yes ☐ No ☐ N/A ☐

3. Preliminary Evidence

3a. Do the data collection efforts show any preliminary evidence that could impact the project?

Yes ☐ No ☐ N/A ☐

3b. Has the Grantee used this information to make improvements or changes to the project?

Yes ☐ No ☐ N/A ☐

Field Representative Comments for Data Collection and Evaluation Section:
Number comments to correspond to Data Collection and Evaluation Review items.

VI. MONITORING SUMMARY

1. Outcome of Visit

1a. Does the project generally meet BSCC grant requirements? Yes ☐ No ☐

1b. If no, will a Compliance Improvement Plan be submitted? Yes ☐ No ☐

1c. Describe here:

2. Technical Assistance

2a. Does the Grantee have any technical assistance needs? Yes ☐ No ☐

2b. Describe here:

APPENDIX K

Evidence-Based Resources

The websites provided below may be useful to applicants in the proposal development process. This list is not exhaustive and it is offered as a suggested starting point for applicants to use in researching evidence-based programs, practices, and strategies.

Blueprints for Violence Prevention

<http://www.colorado.edu/cspv/blueprints/index.html>

Board of State and Community Corrections

[http://www.bscc.ca.gov/s_evidence-basedpractices\(ebp\).php](http://www.bscc.ca.gov/s_evidence-basedpractices(ebp).php)

California Institute of Behavioral Health Solutions

<http://www.cibhs.org/evidence-based-practices-0>

Coalition for Evidence-Based Policy

<http://evidencebasedprograms.org/>

CrimeSolutions.gov

<http://www.crimesolutions.gov/>

Evaluating Drug Control and System Improvement Projects

Guidelines for Project Supported by the Bureau of Justice Assistance

<https://www.bja.gov/evaluation/guide/documents/nijguide.html>

Find Youth Information

<http://www.findyouthinfo.gov/>

Justice Research and Statistic Association

<http://www.jrsa.org/>

National Child Traumatic Stress Network

<https://www.NCTSN.Org>

National Criminal Justice Reference Service (NCJRS)

“Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practice.”

A report prepared by Peter Greenwood, Ph.D., for the California Governor’s Office of Gang and Youth Violence Policy, 2010.

<https://www.ncjrs.gov/App/Publications/abstract.aspx?ID=255934>

National Institute of Corrections

<http://nicic.gov/Library/>

National Institute of Justice, New Tool for Law Enforcement Executives

<http://nij.gov/five-things/>

National Reentry Resource Center
<http://nationalreentryresourcecenter.org/>

Office of Justice Programs – Crime Solutions.gov
<http://www.CrimeSolutions.gov>

Office of Juvenile Justice and Delinquency Prevention Model Program Guide
<http://www.ojjdp.gov/mpg/>

Peabody Research Institute, Vanderbilt University, Director Mark Lipsey
<http://peabody.vanderbilt.edu/research/pri/publications.php>

Promising Practices Network
<http://www.promisingpractices.net/>

Reducing Recidivism to Increase Public Safety: A Cooperative Effort by Courts and Probation Hon, J. Richard Couzens, Placer County Superior Court (Ret.)
<http://www.courts.ca.gov/documents/EVIDENCE-BASED-PRACTICES-Summary-6-27-11.pdf>

Substance Abuse and Mental Health Services Administration
www.samhsa.gov/ebpwebguide

Substance Abuse and Mental Health Services Administration (SAMHSA) National Registry of Evidence-Based Programs and Practices
<http://www.nrepp.samhsa.gov>

The National Documentation Centre on Drug Use
<http://www.drugsandalcohol.ie/3820//>

University of Cincinnati, Effective Programs/Curricula Recommendations
http://www.bscc.ca.gov/downloads/Univ_of_Cincinnati_Curricula_Recommendations_Oct_2011.pdf

Washington State Institute for Public Policy
<http://www.wsipp.wa.gov/>

Youth Reinvestment Grant

PROPOSAL PACKAGE COVER SHEET

Submitted by:

<INSERT NAME OF APPLICANT>

Date submitted:

<INSERT DATE>

Youth Reinvestment Grant Program Proposal Checklist

A complete YRG Grant Program proposal package must contain the following (to be submitted in the order listed):

	Required Items:	✓
1	Cover Sheet	
2	Youth Reinvestment Grant Program Proposal Checklist <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	
3	Applicant Information Form <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	
4	Proposal Abstract <ul style="list-style-type: none"> 1 page only 	
5	Proposal Narrative <ul style="list-style-type: none"> 10 pages or less 	
6	Budget Table & Narrative <ul style="list-style-type: none"> Use Excel document provided 	
7	Project Work Plan <ul style="list-style-type: none"> Use template provided 	
8	Request for Proposals Attachments <ul style="list-style-type: none"> 10 pages or less Includes Letter(s) of Support and Commitment. May also include endnotes, bibliography, and/or charts and graphs cited within narrative, as applicable or necessary. 	
	Required Attachments for <u>All Applicants</u>:	
9	<ul style="list-style-type: none"> Criteria for Non-Governmental Organizations Receiving Youth Reinvestment Grant Funds (Appendix A) - <i>Signed in blue ink by the authorized signatory (original signature)</i> Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix I) - <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
	Optional:	
10	Governing Board Resolution (Appendix G) Note: The Governing Board Resolution is due prior to Grant Award Agreement, <u>not</u> required at time of proposal submission.	

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X

Applicant Authorized Signature (see Applicant Information Form, Part K, next page)

*****ATTACHMENTS OTHER THAN THOSE LISTED ABOVE OR MORE THAN THE ALLOWED PAGE LIMIT WILL NOT BE CONSIDERED*****

Applicant Information Form: Instructions

- A. Applicant:** Complete the required information for the city or county submitting the proposal. This city or county will be the lead agency responsible for the overall development, implementation, and oversight of the project.

Eligible applicants are: Incorporated cities and counties within California.

- B. Tax Identification Number:** Provide the tax identification number of the Applicant.
- C. Location of Services:** Identify the geographical area where the Youth Reinvestment Grant Program will provide funded services and interventions.
- D. Project Title:** Provide the title of the proposed project.
- E. Project Abstract:** Provide a summary (100-150 words) of the proposed project. Note: this information will be posted to the BSCC's website for informational purposes.
- F. Grant Funds Requested:** Identify the amount of grant funds requested for the proposed project.
- G. Type of Diversion Program to be Implemented:** Identify the type of diversion program you propose to implement, checking as many boxes as are applicable.
- H. Does your Diversion Program Include any of these Components?** If your proposal includes academic or vocational education, mental health, behavioral health, or mentoring, use this area to indicate that.
- I. Request for Reduction in Match Requirement:** If your jurisdiction is in a high need area with little or no existing diversion infrastructure, use this section to request a reduced match requirement.
- J. Project Director:** Provide the name, title, and contact information for the individual responsible for oversight and management of the proposed project. This person must be an employee of the Applicant or Lead Public Agency.
- K. Financial Officer:** Provide the name, title, and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices.
- L. Day-to-Day Project Contact:** Provide the name, title, and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project.

- M. Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer.
- N. Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Youth Reinvestment Grant Program Applicant Information Form

A. APPLICANT:		B. TAX IDENTIFICATION NUMBER:	
NAME OF APPLICANT		TAX IDENTIFICATION #	
STREET ADDRESS	CITY	STATE	ZIP CODE
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. LOCATION OF SERVICES:			
D. PROJECT TITLE:			
E. PROJECT SUMMARY (100-150 words):	F. GRANT FUNDS REQUESTED:	\$	

G. TYPE OF DIVERSION PROGRAM TO BE IMPLEMENTED (Check all that apply)		
<input type="checkbox"/> Pre-Arrest Diversion	<input type="checkbox"/> Community-Led Diversion	<input type="checkbox"/> Restorative Justice Diversion Model
<input type="checkbox"/> Probation Diversion	<input type="checkbox"/> Police Diversion Model	<input type="checkbox"/> Service Referral Diversion Model
<input type="checkbox"/> Court Diversion	<input type="checkbox"/> Community Assessment Diversion Model	<input type="checkbox"/> Other: <enter here>
H. DOES YOUR DIVERSION PROGRAM INCLUDE ANY OF THESE COMPONENTS? (Check all that apply)		
<input type="checkbox"/> Academic or Vocational Education		
<input type="checkbox"/> Mental Health		
<input type="checkbox"/> Behavioral Health		
<input type="checkbox"/> Mentoring		

I. REQUEST FOR REDUCTION IN MATCH REQUIREMENT
<p>The Youth Reinvestment Grant Program requires that local jurisdiction applicants provide a 25 percent match. An applicant may provide less than a 25 percent match but no less than a ten percent match if the applicant is identified by the Board as high need with low or no local infrastructure for diversion programming. Please check the box below to request a reduction in match from 25 percent to 10 percent.</p> <p><input type="checkbox"/> Applicant requests a reduction in match because of high need and low or no local infrastructure. (Examples include, but are not limited to, lack of funding for diversion services, inability to hire or train staff, lack of cross-departmental agency support, insufficient support services in community, etc.)</p>

J. PROJECT DIRECTOR:

NAME	TITLE	TELEPHONE NUMBER
STREET ADDRESS		CITY
STATE	ZIP CODE	EMAIL ADDRESS

K. FINANCIAL OFFICER:

NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		CITY	
STATE	ZIP CODE	EMAIL ADDRESS	
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

L. DAY-TO-DAY PROGRAM CONTACT:

NAME	TITLE	TELEPHONE NUMBER
STREET ADDRESS		CITY
STATE	ZIP CODE	EMAIL ADDRESS

M. DAY-TO-DAY FISCAL CONTACT:

NAME	TITLE	TELEPHONE NUMBER
STREET ADDRESS		CITY
STATE	ZIP CODE	EMAIL ADDRESS

N. AUTHORIZED SIGNATURE*:

By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE			DATE

* *Authorized Signature: City or county representative with the authority to sign documents and obligate the applicant city or county.*

Proposal Abstract

This section may not exceed one (1) page.

Proposal Narrative

1. Program Need (Percent of Total Value: 35%)

2. Program Description & Work Plan (Percent of Total Value: 50%)

3. Data Collection (Percent of Total Value: 5%)

4. Program Budget (Percent of Total Value: 10%)

To access the Budget Attachment, click [here](#).

Request for Proposals Additional Documents

This section may not exceed ten (10) pages. It may include:

- Letter(s) of Support and Commitment regarding services for Indian children, and
- Endnotes, a bibliography, charts and graphs that are cited within the Proposal Narrative.

Youth Reinvestment Project Work Plan

Applicants for Youth Reinvestment Grant funds must complete a 1 to 2 page Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. To build the Youth Reinvestment Project Work Plan, please use the form provided below. This form does NOT count toward the 10-page limit for the Proposal Narrative.

(4) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
(5) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
(6) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date



Youth Reinvestment Grant


Bidder's Conference

February 14, 2019



AGENDA

- Introductions
- Grant Summary
- Executive Steering Committee
- Request for Proposals Overview
- Proposal Rating Process
- Proposal Instructions
- Key Dates
- **Questions**



YOUTH REINVESTMENT GRANT

- The Youth Reinvestment Grant was established during the budget development process last Summer
- \$35,062,000 for cities and counties
- Diversion programs for minors
- Trauma-informed, evidence-based, culturally relevant, and developmental appropriate.



YOUTH REINVESTMENT GRANT

- The structure of the YRG program is unique
- Three entity types involved in each grant:
 1. Applicant – city or county
 2. Lead Public Agency
 3. Non-Governmental Organization



YOUTH REINVESTMENT GRANT

Eligible applicants for Youth Reinvestment Grant funds are:

- California Counties – Applications must be submitted by the Board of Supervisors or the Chief County Administrative Officer
- California Cities – Applications must be submitted by the City Council or the Administrative Office of the City

RFP, Page 4



YOUTH REINVESTMENT GRANT

Lead Public Agency:

- The city/county applicant may serve as the Lead Public Agency or
- Appoint a department or agency within the city or county

Non-Governmental Organization:

- There may be multiple NGOs



EXECUTIVE STEERING COMMITTEE

- 14-Members representing various disciplines and communities
- Co-chairs: David Steinhart & Mark Varela
- Full roster is included in the RFP
- Develop the RFP, read & rate proposals, and develop award recommendations
- Conflict of interest policies prohibit anyone who participated on the ESC from receiving these grant funds

RFP, Pages 9 & 36



RFP OVERVIEW (1)

YRG intended to fund diversion programs that are:

- Trauma Informed
- Evidence Based
- Culturally Relevant
- Developmentally Appropriate

And are located in communities that:

- Lack services
- Have high juvenile arrest rates
- Have high racial/ethnic disproportionality

RFP, Page 1



RFP OVERVIEW (2)

❖ Letters of Intent due:

February 21, 2019

- Non-Binding
- Cities/Counties that submit a Letter of Intent and decide later not to apply will not be penalized
- Applications will be accepted from eligible applicants who did not submit a Letter of Intent

RFP, Page 2



RFP OVERVIEW (3)

❖ Proposal Due Date:

March 29, 2019

- One original signed proposal packet and
- One electronic copy of the signed proposal packet-

YouthReinvestmentGrant@bscc.ca.gov

RFP, Page 2-3



RFP OVERVIEW (4)

Purpose of YRG

Primary Goal: Avoid initial contact with law enforcement

Secondary Goal: Avoid further involvement in the juvenile justice system

Diversion Interventions may incorporate:

- Educational Services, incl. academic & vocational
- Mentoring Services
- Mental Health or Behavioral Health

RFP, Page 3



RFP OVERVIEW (5)

- Diversion services are intended for youth under 18 or 18+ with continuing juvenile court jurisdiction
- Applicants must demonstrate a clear referral plan and process
- Applicants must ensure participant confidentiality
- Applicants must show a commitment to avoid net-widening

RFP, Page 3



RFP OVERVIEW (6)

Eligible Applicants: California Cities & Counties

Lead Public Agency: Any public agency/dept

- Receives 10% of award
- Coordinate local implementation efforts
- Data collection & management

Non-Governmental Organizations:

- Receives 90% of award
- Deliver diversion services to minors

RFP, Pages 4-5



RFP OVERVIEW (7)

Non-Governmental Organizations

- Be duly organized, in existence, and in good standing at least six months...
- Be registered with the California Secretary of State's Office, if applicable
- Have a valid business license, if required by the applicable local jurisdiction
- Have any other licenses or certifications necessary to provide the services requested
- Have a physical address

RFP, Page 4



RFP OVERVIEW (8)

Project Funding Information

- Projects funded for 3 years and 8 months beginning July 1, 2019
- \$35,062,000 available
- Minimum request = \$50,000
- Maximum request = \$1 million

RFP, Page 5



RFP OVERVIEW (9)

Project Funding Information

- ❖ ESC created 4 funding categories
 - Small counties – 20%
 - Medium counties – 20%
 - Large counties – 20%
 - Highest rated proposals – 40%

RFP, Page 6



RFP OVERVIEW (10)

Project Funding Information

- Multiple applications allowed
- Regional applications allowed
- **25% match... or 10% match**
- **Supplanting of funds not allowed**

RFP, Page 6-7



RFP OVERVIEW (11)

Evaluation Requirements

- ❖ Local Evaluation Plan
 - Identify goals and objectives
 - How will effectiveness be assessed?
- ❖ Local Evaluation Report
 - Was the project successful overall in meeting the goals?

RFP, Page 7-8



RFP OVERVIEW (12)

Other Requirements

- Grant Agreement
- Governing Board Resolution
- Audit Requirements
- Grantee Orientation
- Funding Disbursement
- Quarterly Progress Reports

RFP, Pages 12-13



RFP OVERVIEW (13)

Other Requirements

- Travel
- Debarment, Fraud, Theft, Embezzlement
- Comprehensive Monitoring Visits
- Effective Programs & Data-Driven Approaches
- Reducing Racial & Ethnic Disparities

RFP, Pages 14-17



PROPOSAL RATING PROCESS (1)

- Technical Compliance Review
- Disqualification
- Notification
- ESC Rating Process

RFP, Pages 9-10



PROPOSAL RATING PROCESS (2)

Rating Factors

	Rating Factors	Point Range	Percent of Total Value
1	Program Need	1-5	35%
2	Project Description	1-5	50%
3	Data Collection/Evaluation	1-5	5%
4	Program Budget	1-5	10%
	Total		100%

Funding Threshold: 60%

RFP, Page 11-12

RFP, Pages 19-26 for actual rating factors



PROPOSAL RATING PROCESS (3)

Scoring Rubric

Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response addresses the criteria in a very inadequate way.	The response addresses the criteria in a non-specific or unsatisfactory way.	The response addresses the criteria in an adequate way.	The response addresses the criteria in a substantial way.	The response addresses the criteria in an outstanding way.

RFP, Page 12



PROPOSAL RATING PROCESS (4)

Preference Points: Services for Indian Children – 10 points

- Application must identify the target population and estimated number of Indian children to be served
- Application must describe what services will be provided to Indian children
- Application must identify the NGO partner and provide a Letter of Commitment

RFP, Page 11



PROPOSAL COMPONENTS

- ❖ Proposal Abstract – 1 page
- ❖ Proposal Narrative – 10 pages
 - Program Need
 - Program Description & Work Plan
 - Data Collection
- ❖ Program Budget – Excel Document
- ❖ Additional Documents – 10 pages or less
 - Letter(s) of Support & Commitment

RFP, Pages 18-27



PROGRAM BUDGET

- ❖ The Budget Table and Narrative are submitted in a separate document
- ❖ The link is built into the RFP

RFP, Page 26 & Proposal Summary



BUDGET REMINDERS

- ❖ Funds must be requested in whole dollars only
- ❖ Budget line items are limited to those contained in the Budget Attachment
- ❖ If no money is requested for a particular line item, enter \$0 in the budget table and “N/A” in the corresponding narrative



INDIRECT COSTS

- ❖ Indirect Costs for applicants are limited to:
 - 10% of direct salaries and wages
 - 5% of project costs, excluding equipment

Budget Attachment, Instructions



APPENDICES

- ❖ **Appendix A: NGO Criteria - Pg. 29**
- ❖ Appendix B: County Population - Pg. 31
- ❖ Appendix C: Glossary - Pg. 32
- ❖ Appendix D: Local Evaluation Plan - Pg. 35
- ❖ Appendix E: ESC Roster - Pg. 36
- ❖ Appendix F: Sample Agreement - Pg. 37



APPENDICES

- ❖ **Appendix G: Resolution - Pg. 58**
- ❖ Appendix H: Sample Quarterly Progress Report - Pg. 59
- ❖ **Appendix I: Compliance w/ Policies - Pg. 65**
- ❖ Appendix J: Sample Monitoring Tool - Pg. 66
- ❖ Appendix K: Evidence-Based Resources - Pg. 76



PROPOSAL INSTRUCTIONS

- ❖ Proposal Checklist
- ❖ Applicant Information Form
- ❖ Proposal Narrative
- ❖ Budget Section
 - ❖ Budget Table and Budget Narrative

RFP, Pages 78-end



KEY DATES

Activity	Date
Release Request for Proposals	January 18, 2019
Letter of Intent to Apply Due to the BSCC	February 21, 2019
Proposals Due to the BSCC	March 29, 2019
Proposal Rating Process and Development of Funding Recommendations	April-May 2019
BSCC Board Considers Funding Recommendations	June 13, 2019
New Grants Begin (planned)	July 1, 2019
Mandatory New Grantee Orientation	August - Sept 2019 (Date to be determined)





SUMMARY

- ❖ Proposals due **March 29, 2019**
- ❖ Submit questions to
YouthReinvestmentGrant@bscc.ca.gov
- ❖ BSCC will respond to questions through the proposal due date
- ❖ Q&A will be posted on the BSCC website and updated as needed

BSCC
CALIFORNIA

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Anthony Vairo, Police Chief

Date: March 18, 2019

Subject: Crime Statistics Update

RECOMMENDATION:

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

BACKGROUND:

1. The Police Department prepares an Annual Crime Statistics on the Seven Major Offenses, which include: 1) Homicide, 2) Rape, 3) Robbery, 4) Assault, 5) Burglary, 6) Larceny, and 7) Auto Theft.
2. The Seven Major Offenses are a set of crimes commonly used as a gauge for comparison of police agencies throughout the State of California and the United States.
3. On August 21, 2017, a two-year analysis (January 2015 through July 2017) was presented to the City Council and the public of the Seven Major Offenses.

ANALYSIS:

It is important to provide the City Council and community with annual crime statistics to ensure they are informed about the Police Department's efforts to protect life and property of everyone in the City.

This presentation is intended to provide the crime trend analysis of the Seven Major Offenses that were committed in the City of San Fernando from January 2015 through December 2018.

Crime Statistics UpdatePage 2 of 2

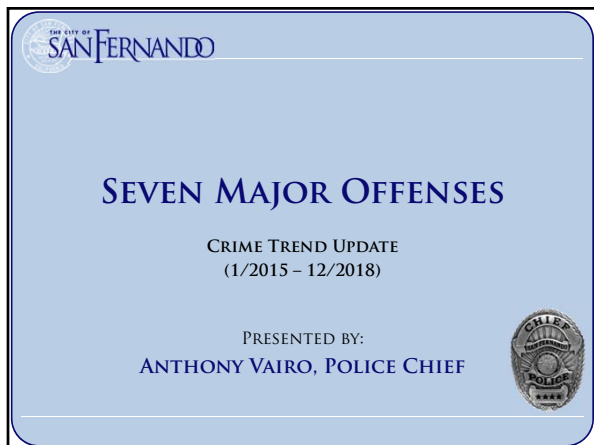
BUDGET IMPACT:

Preparation of the Annual Crime Statistics Update is part of the Police Department's work plan and included in the Fiscal Year 2018-2019 Adopted Budget. There is no additional budget impact to receiving and filing a presentation on the Crime Statistics Update.

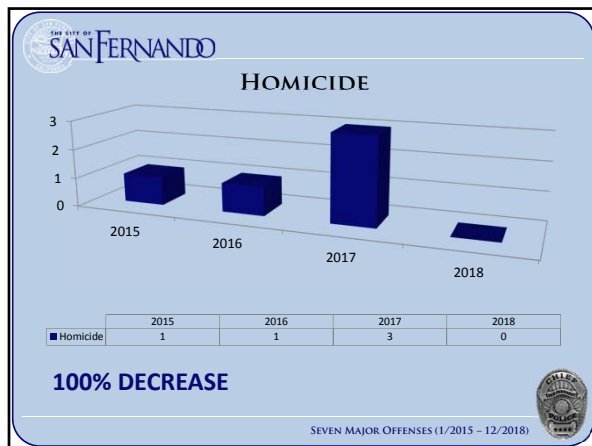
ATTACHMENT:

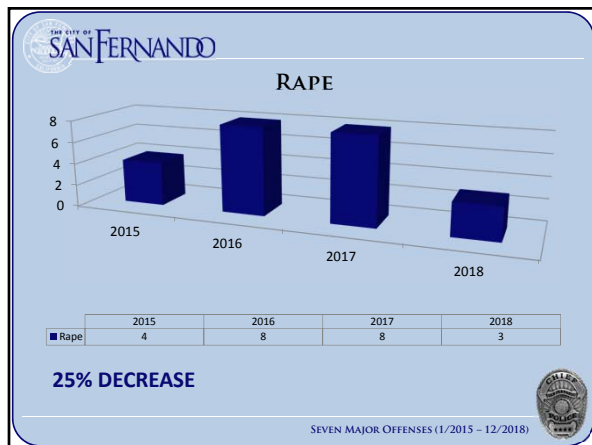
A. Presentation

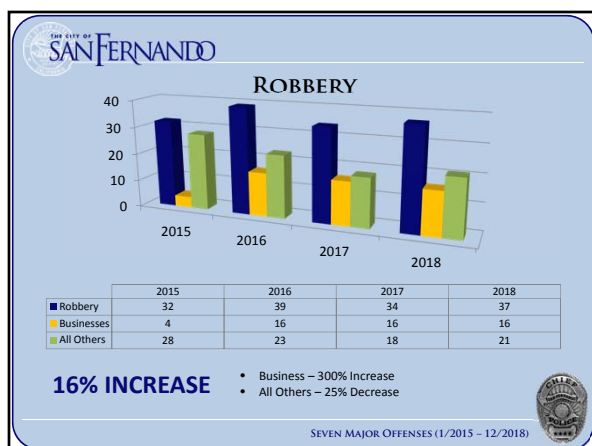


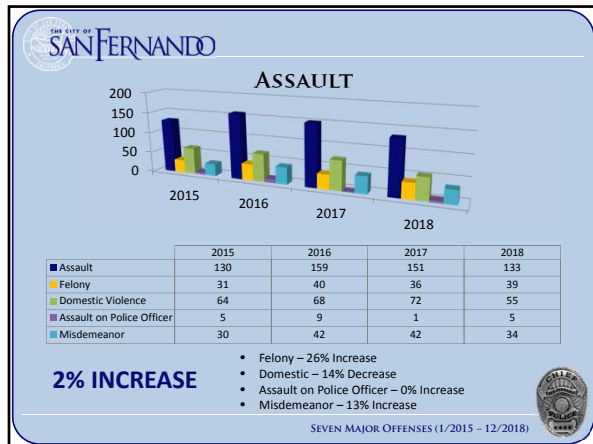


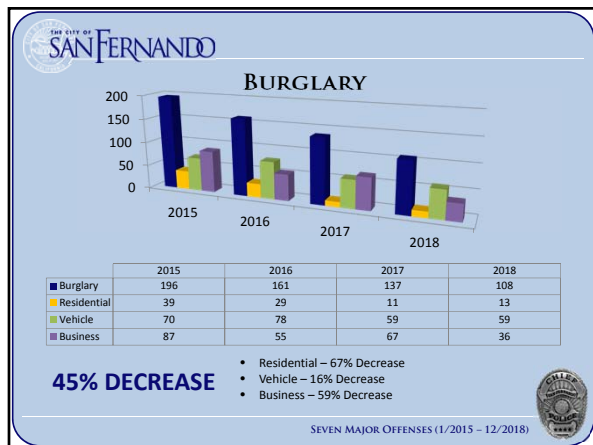


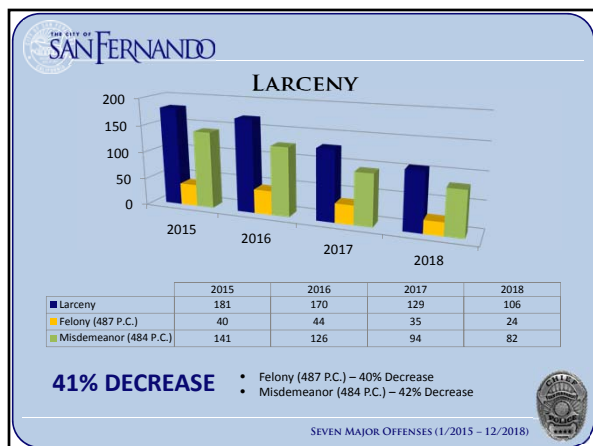


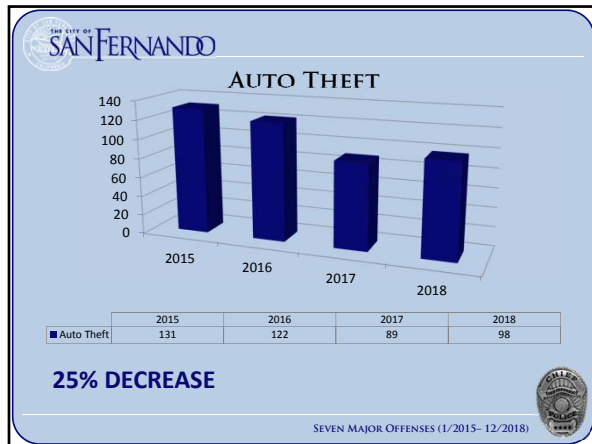


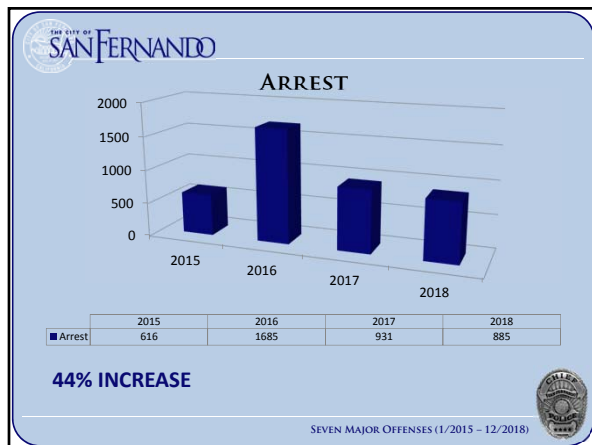


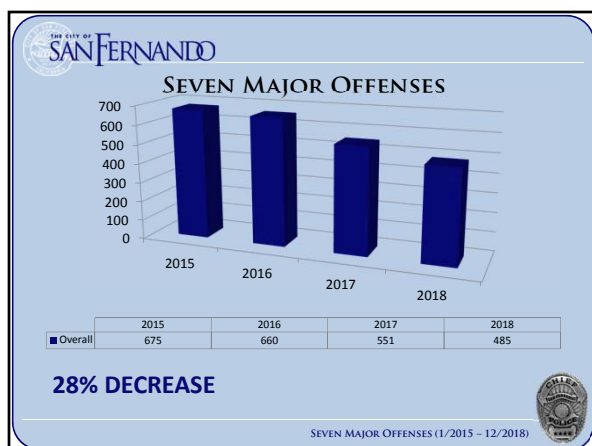


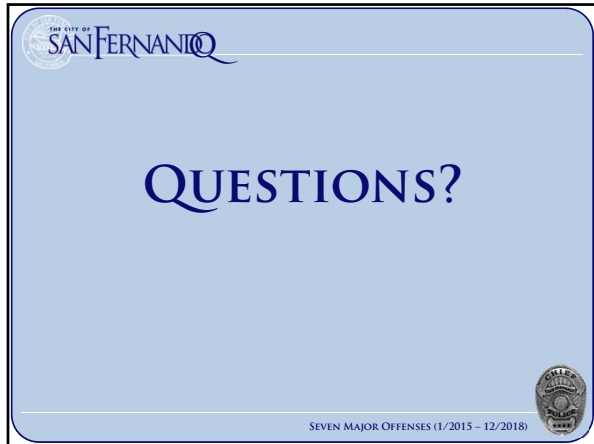














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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball City Manager
By: Richard Padilla, Assistant City Attorney

Date: March 18, 2019

Subject: Consideration to Adopt a Resolution Amending the City Council Procedural Manual by the Addition of a New Chapter 16 Entitled "Statements of Economic Interest"

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive the presentation of staff and pose questions to City staff; and
- b. Adopt Resolution No. 7907 (Attachment "A") amending the City Council Procedural Manual by the addition of a New Chapter 16 entitled "Statements of Economic Interest"; or
- c. Provide alternative direction to City staff.

BACKGROUND:

1. The City Council Procedural Manual ("Manual") sets forth procedures regarding the conduct of City business, including regular meetings, special meetings, agendas, noticing, decorum, voting, adoption of resolutions and ordinances, minutes and reorganization; committee organization and the use of City letterhead. The City Council has requested that City staff report back with a proposal to amend the Manual to include provisions that will allow for City Attorney review of Form 700 Statements of Economic Interest forms members of the City Council and the Planning and Preservation Commission.
2. One of the main laws designed to prevent self-dealing in governmental decision-making is the Political Reform Act of 1974 (the "PRA"). The PRA is codified under the California Government Code. The PRA requires that most state and local government officials disclose their personal income and assets, as well as disqualify themselves from participating in certain governmental decisions that may impact their personal economic interests. As required under the PRA, local elected officials must annually disclose their economic interests through a form referred to as the Form 700 – Statement of Economic Interests

Consideration to Adopt a Resolution Amending the City Council Procedural Manual by the Addition of a New Chapter 16 Entitled "Statements of Economic Interest"Page 2 of 3

(the "Form 700"). The Form 700 is filed annually with the City Clerk. Any member of the public is permitted to inspect and copy a Form 700 during normal business hours.

3. The City Clerk typically notifies those required to file a Form 700 of the precise filing deadline. Under state law, annual Form 700's are due by or before April 1st of each year or such other date as the Fair Political Practices Commission may prescribe by regulation for local elected officials. The Form 700 must also be filed within thirty (30) days of assuming or leaving office.
4. Of the 80 California cities that responded to a City Clerk Listserv query on the matter, none reported to have a policy that involves City Attorney review of Form 700 forms. The City Attorney's Office also inquired with the San Fernando Valley Council of Governments ("SFVCOG") and the Southern California Association of Governments ("SCAG"). Representatives from both agencies did not seem to be aware of any sort of formal written policy regarding legal counsel review of Form 700 forms submitted by their members. Contact was also made with the Los Angeles County Counsel's Office ("County Counsel"). County Counsel said they do not have any policy for routine reviews of Form 700 forms submitted by County filers but did indicate that such a policy might be studied in the near future.

ANALYSIS:

The attached draft policy would have the City Attorney perform a facial review of Form 700's upon request by members of the City Council and the Planning and Preservation Commission. The review would consist of reviewing Form 700's for the following items: (a) the cover sheet includes the name and address of the filer, the period covered and the type of statement; (b) the summary page is completed and the required schedules are attached; (c) all information is legible and readable reproductions of the statement can be made; and (d) the verification is complete. Under the policy, however, neither the City Clerk nor the City Attorney are responsible for verifying the truth of representations made by a filer in their Form 700 nor would they be under any duty to perform any sort of investigation or inquiry as to the truth or accuracy of such representations or whether a filer has fully identified all disclosable interests. The filer shall be solely and exclusively responsible for any errors or omissions in the filer's Form 700, notwithstanding review by the City Clerk or the City Attorney. The City Attorney will be given a minimum of ten days to complete its review of any Form 700.

BUDGET IMPACT:

The time spent reviewing Form 700 will be billed directly by the City Attorney; however, the cost should be minimal.

Consideration to Adopt a Resolution Amending the City Council Procedural Manual by the Addition of a New Chapter 16 Entitled "Statements of Economic Interest"Page 3 of 3

CONCLUSION:

It is recommended that the City Council approve the attached resolution or provide alternative direction to City staff in connection with the same.

ATTACHMENT:

A. Resolution No. 7907

ATTACHMENT “A”**RESOLUTION NO. 7907****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE CITY COUNCIL PROCEDURAL MANUAL BY THE ADDITION OF A NEW CHAPTER 16 ENTITLED “STATEMENTS OF ECONOMIC INTEREST”.**

WHEREAS, the City Council of the City of San Fernando (“City Council”) has adopted and from time to time amends that certain policy document of the City of San Fernando (“City”) entitled “Procedural Manual – City Council of the City of Fernando” (hereinafter, the “Manual”);

WHEREAS, the Manual sets forth procedures regarding the conduct of City business, including, but not limited to, regular meetings, special meetings, agendas, noticing, decorum, voting, adoption of resolutions and ordinances, minutes and reorganization; committee organization and the use of City letterhead; and

WHEREAS, the City Council wishes to amend the Manual to alert City Council members and members of the Planning and Preservation Commission of the importance of timely filing an annual Statement of Economic Interest / Form 700 which discloses certain reportable financial interests as required under State law.

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

SECTION 1. The City Council finds that all of the facts set forth in this Resolution are true and correct.

SECTION 2. The revised sections contained in Exhibit “A”, which are hereby incorporated herein by this reference, are added to the Manual. The subject amendments will add a new Chapter 16 to the Manual entitled “Statements of Economic Interest”.

SECTION 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 18th day of March, 2019.

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 18th day of March, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT A
TEXT OF NEW CHAPTER 16 (STATEMENTS OF ECONOMIC INTEREST)
TO PROCEDURAL MANUAL

Section 1. As indicated in the Resolution No. 7907 to which this Exhibit A is attached, that certain record/policy of the City of San Fernando (“City”) entitled “Procedural Manual – City Council of the City of San Fernando” (hereinafter, the “Manual”) is hereby amended by the addition of a new Chapter 16 entitled “Statements of Economic Interest”. Accordingly, pursuant to Resolution 7907, the Manual shall be amended by the addition of a new Chapter 16 which shall read as follows:

16. STATEMENTS OF ECONOMIC INTEREST

16.1 FORM 700 OVERVIEW

One of the main laws designed to prevent self-dealing in governmental decision-making is the Political Reform Act of 1974 (the “PRA”). The PRA is codified under the California Government Code. The PRA requires that most state and local government officials disclose their personal income and assets, as well as disqualify themselves from participating in certain governmental decisions that may impact their personal economic interests. As required under the PRA, local elected officials must annually disclose their economic interests through a form referred to as the Form 700 – Statement of Economic Interests (the “Form 700”). The Form 700 is filed annually with the City Clerk. Any member of the public is permitted to inspect and copy a Form 700 during normal business hours. Members of the City Council and the Planning and Preservation Commission shall be mindful of PRA requirements to complete an annual Form 700 and to complete the same upon assuming and departing from public office also as required under the PRA.

16.2 TIMELY SUBMISSION OF ANNUAL STATEMENTS OF ECONOMIC INTEREST

The City Clerk notifies those required to file a Form 700 of the precise filing deadline. Under state law, annual Form 700’s are due by or before April 1st of each year or such other date as the Fair Political Practices Commission may prescribe by regulation for local elected officials. The Form 700 must also be filed within thirty (30) days of assuming or leaving office. Irrespective of notice provided by the City Clerk or any other City official or employee, it is the individual responsibility of each member of each City Council and each member of the Planning and Preservation Commission to keep themselves aware of filing deadlines and to file a Form 700 by or before the prescribed deadline.

16.3 REVIEW BY CITY CLERK AND CITY ATTORNEY

The City Clerk as the City's filing officer for the submission of Form 700's shall perform those duties set forth under Government Code Section 81010 and such other tasks, duties and responsibilities as may be prescribed by the Fair Political Practices Commission. Upon request made by a City Council member or member of the Planning and Preservation Commission, the City Attorney shall also conduct a facial review of the requesting filer's Form 700. The City Attorney shall be given a minimum of ten (10) calendar days to complete its review. A facial review consists of reviewing statements for the following items: (a) the cover sheet includes the name and address of the filer, the period covered and the type of statement; (b) the summary page is completed and the required schedules are attached; (c) all information is legible and readable reproductions of the statement can be made; and (d) the verification is complete. Neither the City Clerk nor the City Attorney are responsible for verifying the truth of representations made by a filer in their Form 700 nor are they under any duty to perform any sort of investigation or inquiry as to the truth or accuracy of such representations or whether a filer has fully identified all disclosable interests. The filer shall be solely and exclusively responsible for any errors or omissions in the filer's Form 700, notwithstanding review by the City Clerk or the City Attorney.

[END OF POLICY]