



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
JULY 15, 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 Police Chief Anthony Vairo

APPROVAL OF AGENDA

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.

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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. MAY 20, 2019 – REGULAR MEETING
- b. JUNE 17, 2019 – REGULAR MEETING
- c. JULY 1, 2019 – REGULAR MEETING

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 19-072 approving the Warrant Register.

3) CONSIDERATION TO APPROVE CONTRACT WITH ENVIROGEN TECHNOLOGIES, INC., TO CONTINUE MAINTENANCE SERVICES FOR THE NITRATE REMOVAL SYSTEM AT 12900 DRONFIELD AVENUE (WELL SITE NO. 4)

Recommend that the City Council:

- a. Approve a Contract Services Agreement with Envirogen Technologies, Inc. (Contract No. 1920), in an amount not-to-exceed \$93,908.64 per contract year to continue maintenance and repair services for the nitrate removal system; and
- b. Authorize the City Manager to execute the Agreement and all related documents.

4) CONSIDERATION TO AWARD A CONTRACT FOR ANNUAL STREET RESURFACING PROJECT FISCAL YEAR 2018-2019 JOB NO. 7597, PLAN NO. P-726

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – July 15, 2019**Page 3 of 6

Recommend that the City Council:

- a. Approve plans and specifications for the Annual Street Resurfacing Project Fiscal Year 2018-2019 Job No. 7597, Plan No. P-726;
- b. Accept the lowest responsive bid from Palp Inc., DBA Excel Paving Company, for construction of these improvements;
- c. Authorize the City Manager to execute a Construction Contract with Excel Paving Company (Contract No. 1924) for an amount not to exceed \$2,094,776; and
- d. Authorize the City Manager to approve change orders not to exceed 10% contingency (\$209,478).

PUBLIC HEARING**5) CONSIDERATION TO ADOPT A RESOLUTION FOR THE PLACEMENT OF LIENS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES BILLINGS**

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, adopt Resolution No. 7940 authorizing the placement of a lien against real property as a special assessment on property tax bills for the collection of delinquent solid waste billings.

ADMINISTRATIVE REPORTS**6) CONSIDERATION TO APPROVE A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH LIEBERT CASSIDY WHITMORE TO CONTINUE TO PROVIDE LABOR NEGOTIATOR SERVICES**

Recommend that the City Council:

- a. Approve a Fourth Amendment to the Professional Services Agreement (Contract No. 1873(d)) with Liebert Cassidy Whitmore to amend the hourly rate to reflect the firm's current fee schedule; and

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – July 15, 2019**Page 4 of 6

- b. Authorize the City Manager to execute all related documents.

7) PRESENTATION ON THE CITY OF SAN FERNANDO'S FIXED-ROUTE TROLLEY AND PARATRANSIT PROGRAMS FROM THE CONTRACTED OPERATOR

Recommend that the City Council:

- a. Receive and file a presentation on the City's fixed-route Trolley and Paratransit programs from the contracted operator, Parking Company of America; and
- b. Provide direction to staff, as appropriate.

8) HOMELESS OUTREACH UPDATE IN THE CITY OF SAN FERNANDO

Recommend that the City Council:

- a. Receive and file the report from staff; and
- b. Discuss homeless issues in San Fernando and provide staff with direction.

9) CONSIDERATION TO APPROVE A TWO-YEAR EXTENSION WITH BEARCOM INC., FORMERLY KNOWN AS ADVANCED ELECTRONICS, INC., TO PROVIDE RADIO COMMUNICATION SYSTEM AND WIRELESS BROADBAND NETWORK MAINTENANCE SERVICES

Recommend that the City Council:

- a. Approve an amendment to the Professional Services Agreement (Contract No. 1759) with BearCom Inc., formerly known as Advanced Electronics, Inc., to extend radio communication system and wireless broadband network maintenance services for an additional two years; and
- b. Authorize the City Manager to execute all related documents.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**GENERAL COUNCIL COMMENTS****RECESS TO CLOSED SESSION**

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A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiators:

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

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: 13441 Foothill Blvd., Sylmar, City of Los Angeles

Agency Negotiator: City Manager Nick Kimball, Lead Negotiator

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Negotiating Parties: Brian Board and Christina Garay of Rodeo Realty on behalf of Richard C. Patterson, as to an undivided 50% interest in the subject property and David M. Kull and Ronna Kull, Trustees of the David and Ronna Kull Trust dated March 30, 2007, as to an undivided 50% interest in the subject property

Under Discussion: Price and Terms of Payment as relates to Option to Purchase Agreement

C) 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

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RECONVENE/REPORT OUT FROM CLOSED SESSION**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: July 11, 2019 (4:00 p.m.)

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

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MAY 20, 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 6:14 p.m.

Present:

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

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and Deputy City Clerk Cynthia Alba

Absent: Vice Mayor Sylvia Ballin

PLEDGE OF ALLEGIANCE

Led by Students of the Month Camryn Rose Jimenez and Victor Covarrubias

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) CERTIFICATES OF RECOGNITION – STUDENTS OF THE MONTH
- b) UPDATE FROM METRO ON THE EAST SAN FERNANDO VALLEY LIGHT RAIL AND NORTH SAN FERNANDO BUS RAPID TRANSIT SERVICES

SAN FERNANDO CITY COUNCIL**MINUTES – May 20, 2019****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Arturo Garcia-Mendoza, field representative for Assemblymember Luz Rivas, offered condolences to Mayor Fajardo, and provided district information and updates on their activities.

Liana Stepanyan, San Fernando Library Manager, provided updates about library summer services, resources, and programs.

Maritza Duarte, Las Palmas Club's Chair, shared information about the Club and requested \$4,000 in funds for the Club's anniversary celebration, and thanked Mayor Fajardo and Vice Mayor Ballin for their help last year.

Julie Cuellar gave condolences to Mayor Fajardo, thanked City Manager Kimball for his kind words in regards to her cat killed by a speeding car, acknowledged police staff for their work on speeding and signage issues, and expressed support for the Senior Club funding request.

Mary Mendoza supported Ms. Duarte's request for funding as well and reported that the Club has been working very hard.

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales gave an update regarding Independent Cities Association, shared a discussion on SB50, and gave an update on the census.

Councilmember Lopez gave an update on the L.A. County Library Commission meeting in downtown Los Angeles, and requested to hold the next meeting at the San Fernando Library.

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE MINUTES OF:
 - a. APRIL 2, 2019 – SPECIAL MEETING
 - b. APRIL 15, 2019 – SPECIAL MEETING
 - c. MAY 6, 2019 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TURBO DATA SYSTEMS, INC., TO PROVIDE ADMINISTRATIVE CITATION PROCESSING SERVICES

SAN FERNANDO CITY COUNCIL**MINUTES – May 20, 2019****Page 3**

- 4) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE CITY TREASURER AND DEPUTY CITY TREASURER TO INVEST SURPLUS FUNDS
- 5) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE INVESTMENT POLICY FOR FISCAL YEAR 2019-2020
- 5) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH NEW HORIZONS FOR USE OF CITY PARK FACILITIES

ADMINISTRATIVE REPORTS

- 7) FISCAL YEAR-2020 BUDGET STUDY SESSION NO. 1

City Manager Kimball presented the staff report. He gave an overview of the budget and presented the Administration, Finance, Police, and Recreation and Community Services Departments.

Discussion ensued and staff replied to various questions from Councilmembers.

Discussion item only; no formal action was taken.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Deputy City Clerk Alba provided information regarding the Education Commission's Fourth Annual Scholarship Awards Ceremony at Las Palmas Park.

Police Chief Anthony Vairo announced that an officer in Alabama was killed on duty and two more were wounded.

City Manager Kimball announced the upcoming Arbor Day tree planting at Recreation Park, asked to close the meeting in memory of the Alabama police officer, Management Analyst Kenneth Jones's father, and Mayor Fajardo's grandmother.

GENERAL COUNCIL COMMENTS

Councilmembers Gonzales thanked staff for their work during this budget time.

Councilmember Pacheco said that Councilmembers were elected to be stewards of taxpayer dollars, shared that there is still a lot of work to do, and expressed that the City Council is dedicated to making right decisions.

Mayor Fajardo thanked staff for the senior programming and would like all of the Ad Hoc Committees to meet in the near future to move forward on items.

SAN FERNANDO CITY COUNCIL**MINUTES – May 20, 2019****Page 4****ADJOURNMENT (8:07 P.M.)**

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to adjourn the meeting in memory of Assistant City Attorney Richard Padilla's father, Miguel Padilla, Management Analyst Kenneth Jones' father, Mayor Fajardo's grandmother, Alabama Police Officer William Buechner, and Chicago woman Marlene Ochoa Lopez. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 20, 2019, meeting as approved by the San Fernando City Council.

*Cynthia Alba
Deputy City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JUNE 17, 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 6:02 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 Personnel Manager Michael Okafor

APPROVAL OF AGENDA

Mayor Fajardo requested to remove Item No. 3.

Assistant City Attorney Padilla announced that there was a need to add a walk-on item that came to staff's attention after the agenda was posted and there is a need for immediate action. Item No. 14 is regarding notification from the Board of State and Community Corrections that the Youth Reinvestment Proposal had been approved, but additional forms had to be submitted by June 20, 2019.

Motion by Mayor Fajardo, seconded by Councilmember Lopez, to approve the agenda as amended. The motion carried with the following vote:

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

SAN FERNANDO CITY COUNCIL**MINUTES – June 17, 2019****Page 2****PRESENTATIONS**

The following presentations were made:

- a) INTRODUCTION OF 2019 EDUCATION COMMISSION PROGRAM SCHOLARSHIP RECIPIENTS
- b) PRESENTATION BY KIDNEYS QUEST FOUNDATION, INC.
- c) RECOGNITION OF KIDNEYS QUEST FOUNDATION, INC. PRESIDENT CAROLYN URQUIDEZ

PUBLIC STATEMENTS – WRITTEN/ORAL

Henry Romero talked about issues he's having with trash service; it was not collected for three months yet he now owes \$1,000.

Dr. Makha Blu Wakpa, Fernandeno Tataviam Band of Missions, talked about agenda Item No. 14, the grant application was submitted, and they're excited and look forward to collaborated work with the City.

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

Liana Stepanyan, San Fernando Library Manager, provided updates about library summer services, resources, and programs.

CITY COUNCIL - LIAISON UPDATES

Mayor Fajardo gave updates on the Ad Hoc Committees regarding accessory dwelling units and murals and said he was very disappointed to learn that there had been vandalism at the Cesar Chávez monument.

Councilmember Pacheco gave an update regarding a meeting he attended pertaining to the Metro light rail project, commended Metro on their community outreach efforts, and he encouraged residents to attend the events.

Councilmember Gonzales talked about a Metro Service Council meeting he attended, gave an update regarding the Ad Hoc Committee on the census and reported that the Independent Cities Association will have their summer seminar the second week in July.

SAN FERNANDO CITY COUNCIL**MINUTES – June 17, 2019****Page 3****CONSENT CALENDAR**

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to pull Item No. 10 for further discussion, and approve the remaining Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF JUNE 3, 2019 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE CITY COUNCIL PROCEDURAL MANUAL AND ADOPT POLICIES PERTAINING TO CITY COUNCIL CONTACTS AND ATTORNEY SERVICES

Removed under Approval of Agenda.

- 4) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE SALARY PLAN AND TABLE OF ORGANIZATION FOR FISCAL YEAR (FY) 2019-2020
- 5) CONSIDERATION TO APPROVE A REVISED CONTRACT WITH JOHN ROBINSON CONSULTING INCORPORATED FOR UPPER RESERVOIR REPLACEMENT ENGINEERING DESIGN SERVICES
- 6) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR THE 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
- 7) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE FISCAL YEAR (FY) 2019-2020 ARTICLE XIII B APPROPRIATIONS (GANN) LIMIT
- 8) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE SAN FERNANDO VALLEY MESOAMERICAN BALLGAME DELEGATION AND THE USE OF THE CITY SEAL
- 9) CONSIDERATION TO APPROVE A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

The following items were moved up on the agenda.

SAN FERNANDO CITY COUNCIL**MINUTES – June 17, 2019****Page 4**

14. CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE YOUTH REINVESTMENT GRANT PROGRAM AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE GRANT PROPOSAL FOR THIS FUNDING AND TO SIGN THE GRANT AGREEMENT

City Manager Kimball presented the staff report.

Motion by Vice Mayor Ballin, seconded by Councilmember Lopez, to adopt Resolution No. 7935 authorizing participation in the Youth Reinvestment Grant Program funded through the California State General Fund and administered by the Board of State and Community Corrections and authorizing the City Manager to submit the grant proposal for this funding and sign the grant agreement with the BSCC, including any amendments thereof. By consensus, the motion carried.

12) PARKING ENFORCEMENT UPDATE

Police Chief Anthony Vairo introduced Police Sergeant Peter Aguirre who gave a brief update.

Update only; no action taken.

- 11) CONSIDERATION TO APPROVE A RESOLUTION ADOPTING MITIGATED NEGATIVE DECLARATION FOR THE SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT

Katie Harrel, CWE Consultant, presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to approve Resolution No. 7926 adopting a Mitigated Negative Declaration for the San Fernando Regional Park Infiltration Project. By consensus

- 13) CONSIDERATION OF A LETTER IN OPPOSITION OF THE PROPOSED RULE, PERTAINING TO SECTION 214 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1980, BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Councilmember Gonzales gave a brief report. Discussion ensued and Councilmembers each provided feedback.

By consensus, Council agreed that Councilmember Gonzales will work with staff on the letter and bring back for City Council review for the July 1, meeting (to be placed on Consent).

SAN FERNANDO CITY COUNCIL**MINUTES – June 17, 2019****Page 5****CONSENT CALENDAR (CONTINUED)****Item Pulled for Further Discussion****10) CONSIDERATION TO APPROVE AUTHORIZATION TO WRITE-OFF BAD DEBT FOR FISCAL YEAR (FY) 2018-2019**

City Manager Nick Kimball presented the staff report and Vice Mayor Ballin made a few comments.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to authorize staff to write-off bad debt(s) from uncollectible utility accounts and loan receivable for FY 2018-2019. By consensus, the motion carried.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Police Chief Vairo gave updates regarding the OTS \$40,000 grant, said that the Police Department will be conducting citywide training pertaining to workplace violence, there will also be continued training on how to deal with the homeless population, and he talked about a recent incident regarding a homeless man armed with a utility knife.

Director of Recreation and Community Services Julian Venegas gave updates on the senior programs and community classes taking place over the summer.

Deputy City Manager/Director of Community Development Timothy Hou reported that the City will be hosting the annual low-cost pet vaccination/microchip/licensing clinic on June 22.

City Manager Kimball said he's encouraged by the number of applications submitted thus far for the Finance and Public Works Director positions. He thanked Public Works Department staff for quickly responding to the removal of the graffiti at the Cesar Chávez monument, and announced that he would be off for the rest of the week and Director of Community Development Hou would be filling in.

GENERAL COUNCIL COMMENTS

Councilmember Pacheco thanked Chief Vairo for the update on the homeless incident, said it was unfortunate that additional funds could not be allocated to the Senior Club but he would be contributing some of his Community Investment Funds, wished fathers a happy belated Father's Day.

Councilmember Lopez thanked staff for hard work and City Manager Kimball for showing up today.

Councilmember Gonzales thanked staff for quickly removing the graffiti at the Cesar Chávez monument, thanked everyone for pulling "double-duty" (the City is still short-staffed two

SAN FERNANDO CITY COUNCIL**MINUTES – June 17, 2019****Page 6**

Department Heads), said that he's very excited about the Mesoamerican ballgame, and thanked Councilmembers for their support regarding Item No. 13.

Vice Mayor Ballin thanked everyone who stayed for the meeting.

Mayor Fajardo thanked everyone for a wonderful meeting, asked for an update (perhaps at the next meeting) regarding the homeless crisis, fireworks and PBID. He briefly talked about the buffer map pertaining to cannabis and about proposed ballot initiatives, and he congratulated Councilmember Gonzales regarding his new baby due later this year.

RECESS TO CLOSED SESSION (7:50 P.M.)**A) CONFERENCE WITH LABOR NEGOTIATOR**

G.C. §54957.6

Designated City Negotiators:

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

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) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Manager

C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: 13441 Foothill Blvd., Sylmar, City of Los Angeles

Agency Negotiator: City Manager Nick Kimball, Lead Negotiator

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Negotiating Parties: Brian Board and Christina Garay of Rodeo Realty on behalf of Richard C. Patterson, as to an undivided 50% interest in the subject property and David M. Kull and Ronna Kull, Trustees of the David and Ronna Kull Trust dated March 30, 2007, as to an undivided 50% interest in the subject property

Under Discussion: Price and Terms of Payment as relates to Option to Purchase Agreement

SAN FERNANDO CITY COUNCIL**MINUTES – June 17, 2019****Page 7****RECONVENE/REPORT OUT FROM CLOSED SESSION (9:19 P.M.)**

Assistant City Attorney Padilla reported the following:

Items A – General update was given by the City Manager and special Legal Counsel, feedback was given by the City Council, but no final action was taken.

Item B – Informal evaluation was conducted but no formal action taken.

Item C – General update was given by City Manager Kimball and Director of Community Development Hou, feedback was given by the City Council, but no final action was taken.

ADJOURNMENT (9:20 P.M.)

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, 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 June 17, 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**

**JULY 1, 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 6:05 p.m.

Present:

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

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

Absent: Councilmember Antonio Lopez

PLEDGE OF ALLEGIANCE

Led by Deputy City Manager/Director of Community Development Timothy Hou

APPROVAL OF AGENDA

Assistant City Attorney Padilla reported that there was a need to add a walk-on item (Closed Session Item B) regarding G.C. §54956.8 Conference with Real Property Negotiator pertaining to property located at 13441 Foothill Blvd., Sylmar. He reported that the item came to staff's attention after the agenda was posted and there is a need for immediate action.

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

PRESENTATIONS

The following presentation was made:

- a) PARKS & RECREATION MONTH – JULY

SAN FERNANDO CITY COUNCIL**MINUTES – July 1, 2019****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Maria Hinojos thanked everyone who have made possible the numerous programs at the parks.

Maria Gonzales thanked Councilmembers for the buses provided for their senior club activities.

Miguel Angel Leon, Las Palmas Park Senior Club, also thanked Councilmembers for providing bus transportation for their excursions and hopes they will continue to provide support.

Mary Mendoza thanked City Manager Kimball and Public Works staff for the repair work done to the sidewalks and walkways at Las Palmas Park.

Jesse Avila, City Liaison to the Greater L.A. County Vector Control District, gave an update regarding GLACVCD activities and talked about partnering with the Discovery Cube.

Maritza Duarte, Las Palmas Park Senior Club, thanked those who made it possible to have the entrance to the club fixed/repared, asked if Council would continue to donate buses, and provided information regarding the club's upcoming events.

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

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales gave updates regarding the Independent Cities Association and the Ad Hoc pertaining to the U.S. Census.

Vice Mayor Ballin talked about a recent visit by John Ybarra, Private First Class, U.S. Army, and thanked City Manager Kimball and Police Chief Vairo for meeting with him.

Mayor Fajardo gave an update regarding Southern California Association of Governments and a meeting he had with the Executive Director of the Council of Governments.

CONSENT CALENDAR

Mayor Fajardo pulled Item No. 5 and Councilmember Gonzales pulled Item No. 4 for further discussion.

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

- 1) REQUEST TO APPROVE MINUTES OF:
 - a. MAY 28, 2019 – SPECIAL MEETING
 - b. JUNE 3, 2019 – REGULAR MEETING

SAN FERNANDO CITY COUNCIL**MINUTES – July 1, 2019****Page 3**

- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE AN AGREEMENT FOR SPECIAL SERVICES WITH LIEBERT CASSIDY WHITMORE FOR FISCAL YEAR 2019-2020

By consensus, the motion carried.

Items Pulled for Further Discussion

- 4) CONSIDERATION TO ADOPT RESOLUTIONS FOR SUBMITTAL OF APPLICATIONS FOR PROPOSITION 68 GRANT FUNDING AND ACCEPT SUCH FUNDS UPON AWARD OF GRANT

Director of Recreation and Community Services Julian Venegas presented the staff report. He and City Manager Kimball replied to questions from Councilmembers.

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

- a. Adopt Resolution No. 7929 authorizing the submittal of a grant application to the California Department of Parks and Recreation, Statewide Park Development and Community Revitalization Grant Program in the amount of \$1,920,478 to fund the Recreation Park Revitalization Project;
- b. Adopt Resolution No. 7930 authorizing the submittal of a grant application to the California Department of Parks and Recreation, Statewide Park Development and Community Revitalization Grant Program in the amount of \$2,995,379 to fund the Las Palmas Park Revitalization Project;
- c. Adopt Resolution No. 7931 authorizing the submittal of a grant application to the California Department of Parks and Recreation, Statewide Park Development and Community Revitalization Grant Program in the amount of \$1,413,226 to fund the Pioneer Park Revitalization Project;
- d. Adopt Resolution No. 7932 authorizing the submittal of a grant application to the California Department of Parks and Recreation, Statewide Park Development and Community Revitalization Grant Program in the amount of \$676,648 to fund the Layne Park Revitalization Project;
- e. Adopt Resolution No. 7933 authorizing the submittal of a grant application to the California Department of Parks and Recreation, Statewide Park Development and Community Revitalization Grant Program in the amount of \$565,205 to fund the Rudy Ortega Sr. Park Revitalization Project;
- f. Adopt Resolution No. 7934 authorizing submittal of a grant application to the California Department of Parks and Recreation, Statewide Park Development and

SAN FERNANDO CITY COUNCIL**MINUTES – July 1, 2019****Page 4**

Community Revitalization Grant Program in the amount of \$433,089 to fund the Pacoima Wash Natural Park Revitalization Project;

- g. Authorize the City Manager to accept the grants, upon award of the grants;
- h. Authorize the City Manager to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grant;
- i. Upon full execution of all grant-related documents, authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds, and
- j. Authorize a purchase order in the amount of \$49,950 with California Consulting, LLC to prepare six grant applications.

By consensus, the motion carried.

5) **CONSIDERATION OF A LETTER IN OPPOSITION OF THE PROPOSED RULE, PERTAINING TO SECTION 214 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1980, BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Councilmember Gonzales gave a brief presentation and read the proposed (revised) letter.

Motion by Councilmember Gonzales, seconded by Vice Chair Ballin, to approve the revised letter and allow any City Council signatory to join. By consensus, the motion carried.

PUBLIC HEARING

6) **FISCAL YEAR 2019-2020 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT PUBLIC HEARING AND CONFIRMATION OF ASSESSMENT**

Mayor Fajardo declared the Public Hearing open.

Public Works Management Analyst Kenneth Jones presented the staff report. He and City Manager Kimball replied to questions from Councilmembers.

Mayor Fajardo called for public testimony; there were no public comments.

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to close the Public Hearing. By consensus, the motion carried.

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

- a. Adopt Resolution No. 7936 ordering the continued maintenance of the City's streetlights and confirming the annual assessment; and

SAN FERNANDO CITY COUNCIL**MINUTES – July 1, 2019****Page 5**

- b. Adopt Resolution No. 7937 approving the Final Engineer's Report for the Fiscal Year 2019-2020 Landscaping and Lighting Assessment District.

The motion carried with the following vote:

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

- 7) CONSIDERATION TO ADOPT A RESOLUTION APPROVING OF THE FISCAL YEAR 2019-2020 CITY BUDGET OR, ALTERNATIVELY, CONSIDERATION AND APPROVAL OF A CONTINUING BUDGET RESOLUTION CONTINUING THE FISCAL YEAR 2018-2019 CITY BUDGET PENDING FINAL APPROVAL OF THE FISCAL YEAR 2019-2020 CITY BUDGET

Mayor Fajardo declared the Public Hearing open.

City Manager Finance Kimball presented the staff report and replied to various questions from Councilmembers.

Mayor Fajardo called for public testimony.

Monica (did not state last name) talked about her concerns regarding potholes and street pavement conditions (particularly near Vallarta Market and Santa Rosa Church), and said that trees would help make the City more attractive, and additional lighting would be great for those who take nightly walks.

Mary Mendoza spoke in favor of spending additional money for trees (many were lost last year due to the winds, etc.) and said it would be good to replace them.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to close the Public Hearing. By consensus, the motion carried.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to adopt Resolution No. 7938 approving the Fiscal Year 2019-2020 Budget, subject to the following modifications:

- a. Include \$25,000 for trees; and
- b. Include up to \$80,000 for matching funds for the grants (stated in agenda Item No. 4) to be distributed proportionately based on the amount of grant money received and with the understanding that staff has flexibility on making changes.

The motion carried with the following vote:

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

SAN FERNANDO CITY COUNCIL**MINUTES – July 1, 2019****Page 6****ADMINISTRATIVE REPORTS****8) CONSIDERATION TO APPROVE A CONTRACT WITH ENGIE SERVICES U.S. FOR ENERGY EFFICIENCY RESOURCES AUDIT**

Public Works Management Analyst Kenneth Jones presented the staff report. He and City Manager Kimball replied to questions from Councilmembers.

Anthony Lumino and Wendy Yu, ENGIE Services U.S. representative, made a brief presentation.

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to:

- a. Approve a Professional Services Agreement with ENGIE Services U.S. (Contract No. 1913), to conduct an Energy Efficiency Resources Audit; and
- b. Authorize the City Manager to execute the agreement and all related documents.

By consensus, the motion carried.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Chávez reported that the Los Angeles County Registrar-Recorder/County Clerk's office will be making a presentation at the City Council meeting of September 16, regarding the new voting system.

Police Chief Vairo announced that funding (\$360,000) had been secured for the new school resource officer through the state budget process.

Director of Recreation and Community Services Julian Venegas gave updates regarding items scheduled for the upcoming commission meeting and the park design meetings.

Director of Community Development Timothy Hou reported that the Planning and Preservation Commission would be meeting tomorrow and he talked about the Edgesoft software system used by his department.

Personnel Manager Michael Okafor gave an update regarding the recruitment for the Director of Finance and Director of Public Works positions (interviews will be scheduled soon).

City Manager Kimball announced that everyone is excited about the City's new IT company, Saalex Corporation, he thanked Director of Community Development Hou for holding down the fort while he was on vacation, reminded everyone to enjoy a safe and responsible 4th of July, and requested that the meeting close in memory of Personnel Manager Michael Okafor's mother, Cecilia Okafor.

SAN FERNANDO CITY COUNCIL**MINUTES – July 1, 2019****Page 7****GENERAL COUNCIL COMMENTS**

Councilmember Pacheco thanked staff and the community for coming out today, a lot was done in terms of the budget, and he wished everyone a safe and fun 4th of July.

Councilmember Gonzales thanked staff for all of their hard work, and he talked about the child in Altadena day camp that drowned (he offered to work with City staff to review our safety precautions and protocols).

City Manager Kimball replied to Vice Mayor Ballin's questions regarding the process for Councilmembers to use IT services, FilmLA update, and a meeting held with the individual inquiring about bringing fireworks in the City. Vice Mayor Ballin also requested that the meeting close in memory of Oscar and Valeria Martinez (father and daughter) who drowned crossing the border.

Mayor Fajardo wished everyone a happy and safe 4th of July, thanked staff for wonderful meeting, said he will close the meeting in memory of those requested, and thanked both City Manager Kimball and Community Development Director Hou for the leadership.

RECESS TO CLOSED SESSION (8:46 P.M.)**A) CONFERENCE WITH LABOR NEGOTIATOR**

G.C. §54957.6

Designated City Negotiators:

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

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:

13441 Foothill Blvd., Sylmar, City of Los Angeles

Agency Negotiator:

City Manager Nick Kimball, Lead Negotiator

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Negotiating Parties:

Brian Board and Christina Garay of Rodeo Realty on behalf of

Richard C. Patterson, as to an undivided 50% interest in the subject property and David M. Kull and Ronna Kull, Trustees of the David

SAN FERNANDO CITY COUNCIL**MINUTES – July 1, 2019****Page 8**

and Ronna Kull Trust dated March 30, 2007, as to an undivided 50% interest in the subject property

Under Discussion: Price and Terms of Payment as relates to Option to Purchase Agreement

RECONVENE/REPORT OUT FROM CLOSED SESSION (9:13 P.M.)

Assistant City Attorney Padilla reported the following:

Items A – General update was given by the City Manager and special Legal Counsel, feedback was given by the City Council, but no final action was taken.

Item B – General update was given by City Manager Kimball and Director of Community Development Hou, feedback was given by the City Council, but no final action was taken.

ADJOURNMENT (9:14 P.M.)

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, 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 July 1, 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: July 15, 2019

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-072 (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. 19-072

ATTACHMENT "A"**RESOLUTION NO. 19-072****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT
REGISTER NO. 19-072****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 15th day of July, 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 15th day of July, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

vchlist		Voucher List				Page:	2
07/10/2019 10:33:47AM		CITY OF SAN FERNANDO					
Bank code : bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
215234	7/15/2019	892713 ASCENCIO, ALEJANDRO	(Continued)		109-424-3614-4260		1,088.00
						Total :	1,088.00
215235	7/15/2019	891209 AUTONATION SSC	299894		VEHICLE MAINT-RE 5918		
			300221		041-320-0420-4400		150.00
					VECHILE MAINT-WA4470		
					070-384-0000-4400		178.19
						Total :	328.19
215236	7/15/2019	893176 AUTOZONE STORE 5681	5681218833		VEHICLE MAINT-WA9503		
			5681225297		070-382-0000-4400		455.74
					CORE CREDIT-PD4985		
					041-320-0225-4400		-18.00
			5681263178		BRAKE CLEANER		
					041-1215		105.07
			5681263182		VEHICLE MAINT-PD0000		
					041-320-0225-4400		5.05
			5681272550		VISOR REPAIR KIT		
					041-1215		42.89
			5681273744		VALVE STEM		
					041-1215		2.19
			5681278109		VEHILCE MAINT-PD4541		
					041-320-0221-4400		74.79
						Total :	667.73
215237	7/15/2019	893013 AYSON, LEILANI	JUNE 2019		ZUMBA INSTRUCTOR		
					017-420-1337-4260		200.00
						Total :	200.00
215238	7/15/2019	893250 BALDERRAMA, JULIO	52-3702-08		WATER ACCT REFUND-863 N WORKMA		
					070-2010		77.54
						Total :	77.54
215239	7/15/2019	890546 BARAJAS, CRYSTAL	JUNE 2019		MMAP MENTOR INSTRUCTOR		
					109-424-3614-4260		204.00
						Total :	204.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215240	7/15/2019	892784 BARAJAS, MARIA BERENICE	JUNE 2019-1		CYCLING INSTRUCTOR 017-420-1337-4260	60.00
			JUNE 2019-2		INSTRUCTOR-TOTAL BODY CONDITIONING 017-420-1337-4260	175.00
					Total :	235.00
215241	7/15/2019	891301 BERNARDEZ, RENATE Z.	521		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00
			523		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00
					Total :	500.00
215242	7/15/2019	888800 BUSINESS CARD	050819		LODGING-ICSC CONFERENCE 001-150-0000-4370	204.09
			051019		LODGING-ICSC CONFERENCE 001-150-0000-4370	408.18
			051619		PROMOTIONAL SUBSCRIPTION 017-420-1334-4300	89.94
					Total :	702.21
215243	7/15/2019	888800 BUSINESS CARD	062719		(2) DAYMINDERS 001-222-0000-4300	44.21
			062819		LODGING-POST SBSLI CLASS 418 IN O 001-225-0000-4300	396.69
					Total :	440.90
215244	7/15/2019	893251 CAMFIL USA INC	30088822		TRAFFIC SIGNAL CABINET FILTERS 001-370-0301-4300	345.84
					Total :	345.84
215245	7/15/2019	891860 CARL WARREN & COMPANY	10497-10503		REIMB. OF ITF ACCT (LIABILITY CLAIM) 006-1037	4,681.89
					Total :	4,681.89
215246	7/15/2019	893253 CASTILLO, PATTY	1497		FACILITY RENTAL REFUND 001-2220	150.00
					Total :	150.00
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215247	7/15/2019	100713 CITY OF GLENDALE	289		WASTEMASTER COST SHARE 070-381-0000-4270	3,997.26
			293		WASTEMASTER COST SHARE 070-381-0000-4270	5,107.47
					Total :	9,104.73
215248	7/15/2019	103818 CITY OF LOS ANGELES	20199214726		INSPECTION AND CONTROL FEE~ 070-381-0000-4450	465.75
					Total :	465.75
215249	7/15/2019	103029 CITY OF SAN FERNANDO	1861-1877		REIMB TO WORKER'S COMP ACCT 006-1038	4,914.85
			1878-1882		REIMB. TO WORKER'S COMP 006-1038	1,059.56
					Total :	5,974.41
215250	7/15/2019	890893 CITY OF SAN FERNANDO	JUNE 2019		COMMISSIONER'S STIPEND DONATION 001-115-0000-4111	75.00
					Total :	75.00
215251	7/15/2019	100805 COOPER HARDWARE INC.	116731	11872	MISCELLANEOUS SUPPLIES 001-370-0301-4300	24.07
			116733	11872	MISCELLANEOUS SUPPLIES 070-383-0301-4300	70.16
					Total :	94.23
215252	7/15/2019	892687 CORE & MAIN LP	K702856	11842	WATER & FIRE SERVICE MATERIALS 070-383-0301-4300	450.95
					Total :	450.95
215253	7/15/2019	891425 DIAZ, MARISOL	REIMB.		SUPPLIES PURCHASED FOR VARIOUS 001-422-0000-4300	83.13
					004-2346	124.39
					001-420-0000-4390	29.70
					Total :	237.22
215254	7/15/2019	892151 DIESEL AIR INC.	30255		SMOKE TEST-EL1543 041-320-0000-4450	130.00
						Page: 4

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Voucher List

CITY OF SAN FERNANDO

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215254	7/15/2019	892151892151 DIESEL AIR INC.	(Continued)		Total :	130.00
215255	7/15/2019	892599 DINOSAURS ROCK	8775		DAY CAMP INSECTS ROCK EXHIBIT SH-017-420-1399-4260	750.00
					Total :	750.00
215256	7/15/2019	892872 DOUMANIAN & ASSOCIATES	28886		LEGAL SERVICES001-112-0000-4270	587.50
					Total :	587.50
215257	7/15/2019	887518 DURHAM, ALVIN	JULY 2019		COMMISSIONER'S STIPEND001-150-0000-4111	75.00
					Total :	75.00
215258	7/15/2019	892589 EMBROIDME	E27919		MMAP SHRITS004-2359	1,366.75
					Total :	1,366.75
215259	7/15/2019	893254 ESPINOSA, NORMA	1477		FACILITY RENTAL REFUND001-2220	150.00
					Total :	150.00
215260	7/15/2019	890879 EUROFINS EATON ANALYTICAL, INC	L0445653	11976	WATER TESTING & ANALYSIS SERVICE070-384-0000-4260	159.60
			L0450323	11976	WATER TESTING & ANALYSIS SERVICE070-384-0000-4260	150.00
			L0450537	11976	WATER TESTING & ANALYSIS SERVICE070-384-0000-4260	150.00
			L0450643	11976	WATER TESTING & ANALYSIS SERVICE070-384-0000-4260	150.00
			L0451298	11976	WATER TESTING & ANALYSIS SERVICE070-384-0000-4260	150.00
			L0451573	11976	WATER TESTING & ANALYSIS SERVICE070-384-0000-4260	319.00
			L0451830	11976	WATER TESTING & ANALYSIS SERVICE070-384-0000-4260	150.00
			L0451948	11976	WATER TESTING & ANALYSIS SERVICE070-384-0000-4260	150.00

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215260	7/15/2019	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)				
			L0452792	11976	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	152.00	
			L0452822	11976	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	150.00	
			L0453302	11976	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	150.00	
			L0453404	11976	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	150.00	
			L0453588	11976	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	150.00	
			L0454073	11976	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	152.00	
			L0454084	11976	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	150.00	
			L0454294	11976	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	150.00	
					Total :	2,582.60	
215261	7/15/2019	103851 EVERSOF, INC.	R1957081		WATER SOFTNER RENTAL 070-384-0000-4260	159.36	
					Total :	159.36	
215262	7/15/2019	892198 FRONTIER COMMUNICATIONS	209-150-5250-081292		RADIO REPEATER-POLICE 001-222-0000-4220	45.83	
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	41.70	
			209-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	108.26	
			209-188-4362-031792		PD MAJOR PHONE LINES 001-222-0000-4220	592.98	
			209-188-4363-031892		VARIOUS PHONE LINES 001-190-0000-4220	76.32	
					070-384-0000-4220	272.08	
					001-420-0000-4220	251.46	
			818-361-2385-012309		MTA PHONE LINE 007-440-0441-4220	108.43	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215262	7/15/2019	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-361-6728-080105		001-190-0000-4220 ENGINEERING FAX LINE	54.22
			818-361-7825-120512		001-310-0000-4220 HERITAGE PARK IRRIG SYSTEM	34.83
			818-365-5097-120298		001-420-0000-4220 POLICE NARCOTICS VAULT	55.09
			818-837-1509-032207		001-222-0000-4220 PUBLIC WORKS PHONE LINES	34.84
			818-837-2296-031315		001-190-0000-4220 VARIOUS CITY HALL PHONE LINES	25.80
			818-838-4969-021803		001-190-0000-4220 POLICE DEPT ALARM PANEL	332.73
			818-898-7385-033105		001-222-0000-4220 LP FAX LINE	112.58
					001-420-0000-4220	31.03
					Total :	2,178.18
215263	7/15/2019	893025 GONZALEZ, IVAN	JULY 2019		COMMISSIONER'S STIPEND	
					001-150-0000-4111	75.00
					Total :	75.00
215264	7/15/2019	892550 GOVEA, DAVID	JUNE 2019		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
215265	7/15/2019	893252 GUTIERREZ, PEDRO	1415		FACILITY RENTAL REFUND	
					001-2220	150.00
					Total :	150.00
215266	7/15/2019	101434 GUZMAN, JESUS ALBERTO	JUNE 2019		MMAPI INSTRUCTOR	
					109-424-3614-4260	704.50
					001-424-0000-4430	495.50
					Total :	1,200.00
215267	7/15/2019	101428 H & H WHOLESALE PARTS	1IN0286705	11859	FULL SERVICE FOR VEHICLE BATTERI	
					041-1215	88.35
						Page: 7

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215267	7/15/2019	101428 101428 H & H WHOLESALE PARTS	(Continued)			
					Total :	88.35
215268	7/15/2019	893257 HERNANDEZ, ROGER	REIMB.		MILEAGE REIMB-8 DAY WATER DISTRI	
					070-381-0000-4390	160.54
					Total :	160.54
215269	7/15/2019	892439 HISTORICAL RESOURCES, INC.	1133		ADOBE CONSULTANT	
					001-424-0000-4260	1,762.50
					Total :	1,762.50
215270	7/15/2019	101599 IMAGE 2000 CORPORATION	297144		VARIOUS COPIER MAINT CONTRACT 0	
					001-135-0000-4260	1,284.57
					072-360-0000-4450	57.57
					001-135-0000-4260	147.35
					Total :	1,489.49
215271	7/15/2019	891570 INNOVATIVE TELECOM. SYSTEMS	2557		TELEPHONE EQUIPMENT MAINT-JULY	
					001-190-0000-4260	395.00
					Total :	395.00
215272	7/15/2019	889680 JIMENEZ LOPEZ, JUAN MANUEL	JUNE 2019		MMAPI INSTRUCTOR	
					109-424-3614-4260	720.00
					Total :	720.00
215273	7/15/2019	889503 JTB SUPPLY COMPANY, INC.	105985		PED MODULES REPLACEMENT	
					001-370-0301-4300	1,003.00
					Total :	1,003.00
215274	7/15/2019	102387 K.R. NIDA CORPORATION	2001800		METER READER 2-WAY RADIO EAPH	
					070-381-0000-4320	181.41
					Total :	181.41
215275	7/15/2019	891738 KNIGHT COMMUNICATIONS INC	20101104	11823	IT MANAGEMENT SERVICES-JUNE 201	
					001-135-0000-4270	10,000.00
					Total :	10,000.00
215276	7/15/2019	892996 KS STATEBANK	12	11994	SMART METER LEASE PAYMENT	
					001-190-0000-4405	179.58
						Page: 8

vchlist 07/10/2019 10:33:47AM		Voucher List CITY OF SAN FERNANDO				Page: 9
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215276	7/15/2019	892996 KS STATEBANK	(Continued)	11994	001-190-0000-4428	1,420.67
					Total :	1,600.25
215277	7/15/2019	101852 LARRY & JOE'S PLUMBING	2098200-0001-02		HAND TOOLS & SUPPLIES 043-390-0000-4340	170.66
					Total :	170.66
215278	7/15/2019	893218 LAZARO, ERNESTO	JUNE 2019		MMAP INSTRUCTOR 109-424-3614-4260	960.00
					Total :	960.00
215279	7/15/2019	101920 LIEBERT CASSIDY WHITMORE	1479093		ERC MEMBERSHIP - 07/01/19-06/30/20 001-133-0000-4260	3,045.00
					Total :	3,045.00
215280	7/15/2019	892477 LOWES	1326		MATLS TO REPAIR DOOR-PW OPS 043-390-0000-4300	88.64
			1443		MATL'S TO INSTALL DOOR ALARM 043-390-0000-4300	45.83
					Total :	134.47
215281	7/15/2019	102051 M & M LANDSCAPE	7118	11863	M&M LANDSCAPING & PEST CONTROL 070-384-0000-4260	1,600.00
			7119	11863	M&M LANDSCAPING & PEST CONTROL 070-384-0000-4260	1,600.00
					Total :	3,200.00
215282	7/15/2019	890989 MAJESTIC FIRE INC.	MF121836		FIRE SPRINKLER REPAIR-BOFA PARKII 029-335-0000-4260	1,950.00
					Total :	1,950.00
215283	7/15/2019	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	33.65
					Total :	33.65
215284	7/15/2019	102160 MCMASTER CARR SUPPLY CO	97451296		TOOLS & WORK STATION FOR WELL 7, 070-383-0000-4340	829.19
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215284	7/15/2019	102160 102160 MCMASTER CARR SUPPLY CO	(Continued)			829.19
215285	7/15/2019	102226 MISSION LINEN SUPPLY	510168594		LAUNDRY 001-225-0000-4350	102.01
			510199325		LAUNDRY 001-225-0000-4350	144.97
			510226271		LAUNDRY 001-225-0000-4350	134.90
					Total :	381.88
215286	7/15/2019	893050 MORALES-RODRIGUEZ, CRISTAL	JUNE 2019		MMAP MENTOR INSTRUCTOR 109-424-3614-4260	204.00
					Total :	204.00
215287	7/15/2019	892535 MORAN, YOVANNI	JUNE 2019		YOGA INSTRUCTOR 017-420-1337-4260	100.00
					Total :	100.00
215288	7/15/2019	102325 NAPA AUTO PARTS	5478-996504		OIL FITER-PD3202 041-320-0225-4400	19.79
			5479-995186		WRENCHES 041-320-0000-4340	74.76
					Total :	94.55
215289	7/15/2019	102403 NOW IMAGE PRINTING	2019069		SPAY & NEUTER VOUCHER PERMITS 001-150-0000-4300	54.20
					Total :	54.20
215290	7/15/2019	893151 OCCUPATIONAL HEALTH CENTERS	64593389		DOT PHYSICAL 001-133-0000-4270	103.00
					Total :	103.00
215291	7/15/2019	102432 OFFICE DEPOT	2312105729		OFFICE SUPPLIES 074-320-0000-4300	26.48
			2312388130		OFFICE SUPPLIES 001-222-0000-4300	9.89
			2312422406		OFFICE SUPPLIES 001-222-0000-4300	-32.84
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215291	7/15/2019	102432 OFFICE DEPOT	(Continued)			
			326263033001		OFFICE SUPPLIES	
					001-222-0000-4300	15.11
			326263087001		OFFICE SUPPLIES	
					001-222-0000-4300	80.51
			328121418001		OFFICE SUPPLIES	
					001-222-0000-4300	70.77
			328184424001		FULL SERVICE FOR VEHICLE BATTERI	
					043-390-0000-4300	59.38
			328485195001		HP TONER & OFFICE SUPPLIES	
					001-152-0000-4300	235.57
			328485448001		OFFICE SUPPLIES	
					001-152-0000-4300	19.70
			330064391001		OFFICE SUPPLIES	
					070-384-0000-4300	52.47
			332103782001		OFFICE SUPPLIES	
					001-150-0000-4300	21.76
			332104400001		OFFICE SUPPLIES	
					001-150-0000-4300	88.19
			332360141001		OFFICE SUPPLIES	
					001-222-0000-4300	102.72
			332360295001		OFFICE SUPPLIES	
					001-222-0000-4300	15.11
			332360296001		OFFICE SUPPLIES	
					001-222-0000-4300	52.40
			332889229001		OFFICE SUPPLIES	
					001-222-0000-4300	384.69
			333076311001		OFFICE SUPPLIES	
					001-150-0000-4300	40.47
			333076499001		OFFICE SUPPLIES	
					001-150-0000-4300	17.07
			333345856001		OFFICE SUPPLIES	
					001-150-0000-4300	12.71
			333345925001		TONER	
					001-150-0000-4300	318.86
			334071498001		OFFICE SUPPLIES	
					001-222-0000-4300	136.18

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215291	7/15/2019	102432 102432 OFFICE DEPOT	(Continued)			Total : 1,727.20
215292	7/15/2019	892572 OLIVAREZ MADRUGA	7469		LEGAL SERVICES	
					001-110-0000-4270	16,742.41
					070-110-0000-4270	260.00
					Total :	17,002.41
215293	7/15/2019	890095 O'REILLY AUTOMOTIVE STORES INC	4605-335881	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
					041-1215	16.21
			4605-336651	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
					041-1215	4.31
					Total :	20.52
215294	7/15/2019	892749 PACHECO, VERONICA	JUNE 2019		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
215295	7/15/2019	892360 PARKING COMPANY OF AMERICA	INVM0013989	11834	DIAL A RIDE AND TROLLEY SERVICES-	
					007-440-0442-4260	47,708.53
					Total :	47,708.53
215296	7/15/2019	893249 PEREZ, ARMANDO	37-0465-04		WATER ACCT REFUND-613 KEWEN	
					070-2010	61.25
					Total :	61.25
215297	7/15/2019	102779 RAMIREZ, THOMAS	JUNE 2019		KARATE INSTRUCTOR	
					017-420-1326-4260	570.00
					Total :	570.00
215298	7/15/2019	892368 REYES, MIGUEL ANGEL	06/03/19-06/30/19		INSTRUCTOR-LIFTING & ENERGY TRA/	
					017-420-1322-4260	140.00
			07/01/19-07/26/19		INSTRUCTOR-LIFTING & ENERGY TRA/	
					017-420-1322-4260	140.00
					Total :	280.00
215299	7/15/2019	892489 RIOS, CHRIS	REIMB.		RGSTR-CAPE SEMINAR	
					001-224-0000-4360	10.00

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215299	7/15/2019	892489 892489 RIOS, CHRIS	(Continued)			Total : 10.00
215300	7/15/2019	887296 ROBLEDO, OLIVIA	JUNE 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
215301	7/15/2019	102885 ROCHA, KATHY	2000409.001		FACILITY RENTAL REFUND-EVENT CA 001-3777-0000	101.00
					Total :	101.00
215302	7/15/2019	887872 ROSENBERG, IRWIN	REIMB.		LUNCH REIMB-VEOCI TRAINING IN GLI 001-222-0000-4360	30.00
					Total :	30.00
215303	7/15/2019	892036 ROTHSCHILD, DEBORAH	06/03/19-06/30/19 07/01/19-07/28/19		INSTRUCTOR-STRETCH TO THE MUSIK 017-420-1322-4260 INSTRUCTOR-STRETCH TO THE MUSIK 017-420-1322-4260	400.00 400.00
					Total :	800.00
215304	7/15/2019	892708 ROYAL INDUSTRIAL SOLUTIONS	89001-777424	11848	ELECTRICAL SUPPLIES FOR FACILITIE 043-390-0000-4300	275.15
					Total :	275.15
215305	7/15/2019	102958 S & S WORLDWIDE INC	IN100148288 SO100281914		ARTS & CRAFTS SUPPLIES 017-420-1399-4300 DAY CAMP SUPPLIES 017-420-1399-4300	1,651.06 440.02
					Total :	2,091.08
215306	7/15/2019	893196 SAALEX SOLUTIONS INC	7739 7834	11982 11999	IT MANAGEMENT SERVICES 001-135-0000-4270 VEEAM CLOUD CONNECT OFFSITE BA 001-135-0000-4260	3,000.00 15,300.00
					Total :	18,300.00
215307	7/15/2019	103051 SAN FERNANDO POLICE	FY18-19		CIF-2019 NATIONAL NIGHT OUT 053-101-0103-4430	250.00
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215307	7/15/2019	103051 103051 SAN FERNANDO POLICE	(Continued)			Total : 250.00
215308	7/15/2019	103057 SAN FERNANDO VALLEY SUN	10541 10561 10562		LEGAL PUBLICATION-NIB ANNUAL STR 001-310-0000-4270 NOTICE OF PUBLIC HEARING-LLAD FY 001-310-0000-4270 LEGAL PUBLICAITON-BUDGET HEARIN 001-115-0000-4230	575.00 106.26 168.76
					Total :	850.02
215309	7/15/2019	892416 SANCHEZ, KARLA	JUNE 2019		ZUMBA INSTRUCTOR 017-420-1337-4260	300.00
					Total :	300.00
215310	7/15/2019	893255 SANCHEZ, RAFAEL	2000411.001		YOUTH BASKETBALL REFUND 017-3770-1328	95.00
					Total :	95.00
215311	7/15/2019	102967 SCOTT FAZEKAS & ASSOCIATES INC	20691		PLAN CHECK SERVICES 001-2203	518.44
					Total :	518.44
215312	7/15/2019	103184 SMART & FINAL	22031 22693 24446 36126 45116 45490 45812 45813		SUPPLIES-SENIOR DANCE ON 06/22 004-2380 SUPPLIES-CIT DAY CAMP SNACK SALE 004-2391 SUPPLIES-CIT DAY CAMP SNACK SALE 004-2391 SUPPLIES-SENIOR DANCE ON 06/22 004-2380 SUPPLIES-DAY CAMP WEEKLY ACTIVIT 017-420-1399-4300 SUPPLIES-CIT DAY CAMP SNACK SALE 004-2391 SENIOR COFFEE SUPPLIES 004-2346 SUPPLIES-CIT DAY CAMP SNACK SALE	83.19 36.66 36.60 139.77 147.41 61.72 47.14
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215312	7/15/2019	103184 SMART & FINAL	(Continued)			
			48103		004-2391 SUPPLIES-DAY CAMP WEEKLY ACTIVIT 017-420-1399-4300	89.52 106.57
			50431		SUPPLIES-SENIOR DANCE ON 06/22 004-2380	35.11
			50617		SUPPLIES-SENIOR ACTIVITY ON 06/28 004-2346	41.06
			51734		SUPPLIES-DAY CAMP WEEKLY ACTIVIT 017-420-1399-4300	157.84
			53633		SUPPLIES-CIT DAY CAMP SNACK SALE 004-2391	170.91
			59327		SUPPLIES FOR SENIOR MATINEE 004-2346	23.98
			59806		SUPPLIES-SENIOR DANCE ON 06/22 004-2380	96.48
					Total :	1,273.96
215313	7/15/2019	893256 STARR, KIMBERLY	2000416.001		SOCCER REFUND 017-3770-1332	54.00
					Total :	54.00
215314	7/15/2019	103090 SUSAN SAXE-CLIFFORD, PH.D.	19-0624-1		PSYCH EVAL 001-222-0000-4260	450.00
					Total :	450.00
215315	7/15/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490	2081245		SUPPLIES FOR MAINT-RUDY ORTEGA 043-390-0000-4300	19.02
			6080467		GRAFFITI ABATEMENT SUPPLIES 001-152-0000-4300	51.58
			6687986		TRUCK EQUIPMENT 041-320-0000-4450	493.90
			7080422		SUPPLIES-WELL 7A 001-370-0301-4300	14.97
			8079678		SIGN MATERIAL 001-370-0301-4300	59.69

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215315	7/15/2019	101528 THE HOME DEPOT CRC, ACCT#6035322((Continued)			
					Total :	639.16
215316	7/15/2019	103903 TIME WARNER CABLE	10369061919		CABLE - PD (06/18-07/17)	
			196309052319		001-222-0000-4260	234.80
			28882061319		INTERNET SERVICES 06/23-07/22	
					001-190-0000-4220	1,299.00
					LP PARK CABLE (06/13-07/12)	
					001-420-0000-4260	205.21
					Total :	1,739.01
215317	7/15/2019	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION	
					001-420-0000-4220	28.08
					001-152-0000-4220	28.31
					Total :	56.39
215318	7/15/2019	890998 TRUJILLO, RODOLFO	JUNE 2019		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00
215319	7/15/2019	893167 UNITED MAINTENANCE SYSTEMS	14357		JANITORIAL SERVICES	
				11977	043-390-0000-4260	17,850.00
					Total :	17,850.00
215320	7/15/2019	888241 UNITED SITE SERVICES OF CA INC	114-8693576		PORTABLE TOILET RENTAL AT CITY FA	
			114-8714530	11896	043-390-0000-4260	738.92
				11896	PORTABLE TOILET RENTAL AT CITY FA	
				11896	070-384-0000-4260	0.01
				11896	043-390-0000-4260	509.92
					Total :	1,248.85
215321	7/15/2019	103516 VAIRO, ANTHONY	REIMB.		WELLNESS BENEFIT REIMB. FY18-19	
					001-222-0000-4140	269.90
					Total :	269.90
215322	7/15/2019	103534 VALLEY LOCKSMITH	6188		LOCKSMITH SERVICES FOR ALL FACIL	
			6200	11865	043-390-0000-4330	264.25
				11865	LOCKSMITH SERVICES FOR ALL FACIL	
					043-390-0000-4330	699.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215331	7/15/2019	891531 891531 WILLDAN ENGINEERING	(Continued)			Total : 2,340.00
215332	7/15/2019	892785 WONG, MICHELLE	JUNE 2019		YOGA INSTRUCTOR 017-420-1337-4260	50.00
						Total : 50.00
107	Vouchers for bank code :	bank3				Bank total : 219,698.76
107	Vouchers in this report					Total vouchers : 219,698.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215130	7/1/2019	100286 BAKER, BEVERLY	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					Total :	533.75
215131	7/1/2019	100916 DEIBEL, PAUL	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
215132	7/1/2019	891041 GARCIA, CONNIE	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215133	7/1/2019	101781 KISHITA, ROBERT	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215134	7/1/2019	101926 LILES, RICHARD	19-Jul		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	247.21 247.20
					Total :	494.41
215135	7/1/2019	891027 LOCKETT, JOANN	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
215136	7/1/2019	102126 MARTINEZ, MIGUEL	19-Jul		CALPERS HEALTH REIMB 070-180-0000-4127	482.64
					Total :	482.64
215137	7/1/2019	891031 ORTEGA, JIMMIE	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
215138	7/1/2019	891032 OTREMBA, EUGENE	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215139	7/1/2019	891354 RAMIREZ, ROSALINDA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
					Total :	482.64
215140	7/1/2019	102940 RUIZ, RONALD	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					Total :	533.75
215141	7/1/2019	103121 SERRANO, ARMANDO	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					Total :	533.75
215142	7/1/2019	892782 TIGHE, DONNA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215143	7/1/2019	891046 VANAALST, LEONILDA	19-Jul		CALPERS HEALTH REIMB 070-180-0000-4127	187.74
					Total :	187.74
14 Vouchers for bank code : bank3						Bank total : 5,242.05
14 Vouchers in this report						Total vouchers : 5,242.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215144	7/1/2019	100042 ABDALLAH, ALBERT	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,234.75
					Total :	1,234.75
215145	7/1/2019	100091 AGORICHAS, JOHN	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	224.41
					Total :	224.41
215146	7/1/2019	891039 AGUILAR, JESUS	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	511.48
					Total :	511.48
215147	7/1/2019	100104 ALBA, ANTHONY	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
215148	7/1/2019	891011 APODACA-GRASS, ROBERTA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
215149	7/1/2019	100306 BARNARD, LARRY	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00
					Total :	1,226.00
215150	7/1/2019	100346 BELDEN, KENNETH M.	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00
					Total :	1,226.00
215151	7/1/2019	892233 BUZZELL, CAROL	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	163.37
					Total :	163.37
215152	7/1/2019	891350 CALZADA, FRANK	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	462.74
					Total :	462.74
215153	7/1/2019	100642 CASTRO, RICO	19-Jul		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215153	7/1/2019	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	1,551.56
					Total :	1,551.56
215154	7/1/2019	891014 CREEKMORE, CASIMIRA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
215155	7/1/2019	891016 DEATON, MARK	19-Jul		CALPERS HEALTH REIMB 070-180-0000-4127	494.41
					Total :	494.41
215156	7/1/2019	100913 DECKER, CATHERINE	19-Jul		CALPERS HEALTH REIMB 070-180-0000-4127	653.66
					Total :	653.66
215157	7/1/2019	100925 DELGADO, RALPH	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	462.74
					Total :	462.74
215158	7/1/2019	892102 DOSTER, DARRELL	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
215159	7/1/2019	100996 DRAKE, JOYCE	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
215160	7/1/2019	100995 DRAKE, MICHAEL	19-Jul		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	129.42
					Total :	258.83
215161	7/1/2019	100997 DRAPER, CHRISTOPHER	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,472.46
					Total :	1,472.46
215162	7/1/2019	101044 ELEY, JEFFREY	19-Jul		CALPERS HEALTH REIMB	

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vchlist 06/26/2019 3:44:00PM		Voucher List CITY OF SAN FERNANDO				Page: 3
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215162	7/1/2019	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	1,940.00
					Total :	1,940.00
215163	7/1/2019	891040 FISHKIN, RIVIAN	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215164	7/1/2019	892103 GAJDOS, BETTY	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215165	7/1/2019	891351 GARCIA, DEBRA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	677.47
					Total :	677.47
215166	7/1/2019	891067 GARCIA, NICOLAS	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.56
					Total :	1,177.56
215167	7/1/2019	101318 GLASGOW, KEVIN	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,472.46
					Total :	1,472.46
215168	7/1/2019	891020 GLASGOW, ROBERT	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	377.00
					Total :	377.00
215169	7/1/2019	891021 GUIZA, JENNIE	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
215170	7/1/2019	101415 GUTIERREZ, OSCAR	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215171	7/1/2019	891352 HADEN, SUSANNA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
					Total :	482.64
						Page: 3

vchlist 06/26/2019 3:44:00PM		Voucher List CITY OF SAN FERNANDO				Page: 4
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215171	7/1/2019	891352 891352 HADEN, SUSANNA	(Continued)			
					Total :	482.64
215172	7/1/2019	101440 HALCON, ERNEST	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00
					Total :	1,226.00
215173	7/1/2019	891918 HARTWELL, BRUCE	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
215174	7/1/2019	101465 HARVEY, DAVID	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
215175	7/1/2019	101466 HARVEY, DEVERY MICHAEL	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,679.00
					Total :	1,679.00
215176	7/1/2019	101471 HASBUN, NAZRI A.	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50
					Total :	1,203.50
215177	7/1/2019	891023 HATFIELD, JAMES	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
215178	7/1/2019	892104 HERNANDEZ, ALFONSO	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,503.07
					Total :	1,503.07
215179	7/1/2019	891024 HOOKER, RAYMOND	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	707.78
					Total :	707.78
215180	7/1/2019	101538 HOUGH, RAY	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	462.74
					Total :	462.74
						Page: 4

vchlist 06/26/2019 3:44:00PM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215181	7/1/2019	101597 IBRAHIM, SAMIR	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 511.48
215182	7/1/2019	101694 JACOBS, ROBERT	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,147.00 1,147.00
215183	7/1/2019	892105 KAHMANN, ERIC	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 511.48
215184	7/1/2019	101786 KLOTZSCHE, STEVEN	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 832.98
215185	7/1/2019	891866 KNIGHT, DONNA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
215186	7/1/2019	892929 LEWIS, WANDA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
215187	7/1/2019	891043 LIEBERMAN, LEONARD	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
215188	7/1/2019	101933 LITTLEFIELD, LESLEY	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 653.66
215189	7/1/2019	102059 MACK, MARSHALL	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 1,203.50
215190	7/1/2019	891010 MAERTZ, ALVIN	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	511.48
						Page: 5

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215190	7/1/2019	891010 891010 MAERTZ, ALVIN	(Continued)			511.48
215191	7/1/2019	888037 MARTINEZ, ALVARO	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 1,101.28
215192	7/1/2019	102206 MILLER, WILMA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
215193	7/1/2019	102212 MIRAMONTES, MONICA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 1,203.50
215194	7/1/2019	102232 MIURA, HOWARD	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
215195	7/1/2019	892106 MONTAN, EDWARD	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 832.98
215196	7/1/2019	102365 NAVARRO, RICARDO A	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 462.74
215197	7/1/2019	102473 ORDELHEIDE, ROBERT	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,551.56 1,551.56
215198	7/1/2019	102483 OROZCO, ELVIRA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	163.37 163.37
215199	7/1/2019	102486 ORSINI, TODD	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,605.35 1,605.35
						Page: 6

vchlist 06/26/2019 3:44:00PM		Voucher List CITY OF SAN FERNANDO				Page: 7
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215200	7/1/2019	102569 PARKS, ROBERT	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,940.00 1,940.00
215201	7/1/2019	102527 PISCITELLI, ANTHONY	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 462.74
215202	7/1/2019	891033 POLLOCK, CHRISTINE	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	377.00 377.00
215203	7/1/2019	102735 QUINONEZ, MARIA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 1,101.28
215204	7/1/2019	891034 RAMSEY, JAMES	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	677.47 677.47
215205	7/1/2019	102864 RIVETTI, DOMINICK	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	886.00 886.00
215206	7/1/2019	102936 RUELAS, MARCO	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.82 1,124.82
215207	7/1/2019	891044 RUSSUM, LINDA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
215208	7/1/2019	892107 SHANAHAN, MARK	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 511.48
215209	7/1/2019	891035 SHERWOOD, NINA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
						Page: 7

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215209	7/1/2019	891035 891035 SHERWOOD, NINA	(Continued)			258.83
215210	7/1/2019	103175 SKOBIN, ROMELIA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 1,102.61
215211	7/1/2019	103220 SOMERVILLE, MICHAEL	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.00 1,487.00
215212	7/1/2019	103394 TORRES, RACHEL	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
215213	7/1/2019	889588 UFANO, VIRGINIA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
215214	7/1/2019	888417 VALDIVIA, LAURA	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	707.78 707.78
215215	7/1/2019	103562 VASQUEZ, JOEL	19-Jul		CALPERS HEALTH REIMB 070-180-0000-4127	1,940.00 1,940.00
215216	7/1/2019	891038 WAITE, CURTIS	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 1,102.61
215217	7/1/2019	891036 WATT, DAVID	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 653.66
215218	7/1/2019	891037 WEBB, NANCY	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	677.47 677.47
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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
215219	7/1/2019	103643 WEDDING, JEROME	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
215220	7/1/2019	103727 WYSBEEK, DOUDE	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
215221	7/1/2019	103737 YNIGUEZ, LEONARD	19-Jul		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61
					Total :	1,102.61
78 Vouchers for bank code :		bank3			Bank total :	58,751.87
78 Vouchers in this report					Total vouchers :	58,751.87

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

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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
215222	7/3/2019	102519 P.E.R.S.	JULY 2019		HEALTH INS. BENEFITS-JULY 2019 001-1160	152,034.54
Total :						152,034.54
1 Vouchers for bank code : bank3						Bank total : 152,034.54
1 Vouchers in this report						Total vouchers : 152,034.54

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215225	7/3/2019	893115 P.E.R.S.	1001355465		EMPLOYER CONTRIB VARIANCE-PE 001-1160	2,887.33
Total :						2,887.33
1 Vouchers for bank code : bank3						Bank total : 2,887.33
1 Vouchers in this report						Total vouchers : 2,887.33

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: Kenneth Jones, Public Works Management Analyst

Date: July 15, 2019

Subject: Consideration to Approve Contract with Envirogen Technologies, Inc., to Continue Maintenance Services for the Nitrate Removal System at 12900 Dronfield Avenue (Well Site No. 4)

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Contract Services Agreement with Envirogen Technologies, Inc. (Envirogen) (Attachment "A" – Contract No. 1920), in an amount not-to-exceed \$93,908.64 per contract year to continue maintenance and repair services for the nitrate removal system; and
- b. Authorize the City Manager to execute the Agreement and all related documents.

BACKGROUND:

1. On December 13, 2013, the City Council approved a maintenance, repair, and warranties water services agreement with Envirogen to provide operation and oversight of the nitrate removal system installed at 12900 Dronfield Avenue (Well Site No. 4).
2. On October 29, 2018, the Nitrate Removal System Project at Well Site No. 4 was completed and brought on line.
3. On April 10, 2019, Envirogen submitted a proposal to provide continued professional operations and maintenance (O&M) services to the City for the nitrate removal system at Well Site No. 4 (Attachment "B").
4. On April 15, 2019, the maintenance, repair, and warranties water services agreement with Envirogen expired.

Consideration to Approve Contract with Envirogen Technologies, Inc., to Provide Maintenance Services for the Nitrate Removal System at 12900 Dronfield Avenue (Well Site No. 4)Page 2 of 2

ANALYSIS:

Under the new contract, Envirogen will continue O&M responsibilities for the nitrate removal system at Well Site No. 4 in accordance with the service provisions stated within the recently expired contract.

Founded in 2009, Envirogen provides system design, process engineering, equipment, and operating solutions for the treatment of groundwater and wastewater. Their services also include system installation, operations and maintenance support, and operations management services. Envirogen has provided services to the City for over six years. During this period of time, Envirogen provided mainly consulting services geared towards helping staff complete the nitrate removal project to bring the system online. O&M services were an aspect of the original contract agreement but were not triggered until the nitrate system came online in October 2018.

The maintenance, repair, and warranties water services agreement with Envirogen expired in April 2019. The new contract continues the post-project maintenance and repair aspect of the recently expired contract. Water Division staff has handled all minor nitrate system related repair and maintenance activities since the time of contract expiration to present.

BUDGET IMPACT:

The contract for maintenance services will impact the next five fiscal year budgets. During the first year of the contract (Fiscal Year (FY) 2019-2020), the monthly cost for services will be \$7,088. Per the contract terms, a two percent increase is allowed each year of the contract. Accordingly, monthly cost of services will not exceed \$7,825.72 during the final year of the contract. Funds to cover the cost of maintenance services have been appropriated in the FY 2019-2020 Approved Budget within Division 070-384-0000-4260; Water Production.

CONCLUSION:

It is recommended that the City Council award a contract to Envirogen to provide maintenance services for the nitrate removal system located at Well Site No. 4 and authorize the City Manager to execute the contract for services.

ATTACHMENTS:

- A. Contract No. 1920
- B. Proposal

ATTACHMENT "A"
CONTRACT NO. 1920**CONTRACT SERVICES AGREEMENT**

(Contractor: Envirogen Technologies, Inc.)

(Services: Maintenance Services for San Fernando Well No. 7)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is entered into this _____ day of _____, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "City") and ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation (hereinafter, "Contractor"). For the purposes of this Agreement, City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably.

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, City requires operations and maintenance services in connection with the City's ion exchange system for San Fernando Well No. 7; and

WHEREAS, Contractor represents that it is fully qualified to perform such work by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, Contractor further represents that it is willing to accept responsibility for performing such work in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement was approved by the San Fernando City Council ("City Council") at its meeting of _____, 2019 under Agenda Item _____.

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

I.**SCOPE AND TERM OF SERVICES AND COMPENSATION**

- 1.1 **SCOPE OF SERVICES:** Contractor shall perform those services and tasks described under the heading "Scope of Work" on page 2 of that certain proposal of Contractor dated April 10, 2019 and entitled "**Envirogen Technologies – Maintenance Service Contract Well No. 7**" which is attached and incorporated hereto as Exhibit "A" (hereinafter, the "Scope of Services"). Contractor further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and

timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Services." This Agreement constitutes an "Order" within the meaning of Section 1 (Definitions) found on page 5 of the Scope of Services. The following provisions of the Scope of Services are hereby deleted and repealed and shall be of no force or effect:

- (i) Subsections 3.4 through 3.7 of Section 3 found on page 6 of the Scope of Services;
- (ii) Section 7 found on page 8 of the Scope of Services;
- (iii) Section 8 found on pages 8 through 9 of the Scope of Services;
- (iv) Section 9 found on page 9 of the Scope of Services; and
- (v) Subsections 11.4 through 11.10 found on page 10 of the Scope of Services.

1.2 TERM: This Agreement shall have a term (hereinafter, "Term") of five (5) years commencing from the date the Agreement is signed by all of the Parties (the "Effective Date")

1.3 COMPENSATION: In consideration for Contractor's performance of the Services, Contractor shall be compensated in the lump sum amount of **Seven Thousand Eighty-Eight Dollars (\$7,088)** per month (the "Monthly Not-to-Exceed Sum"), provided however, that the Monthly Not-to-Exceed Sum shall increase automatically by an amount equal to two percent (2%) of the most current Monthly Not-to-Exceed Sum once a year on 15th day of April of each year, commencing April 15, 2020. The foregoing notwithstanding, in no event may the Monthly Not-to-Exceed Sum exceed the sum of Seven Thousand, Eight Hundred Twenty-Five Dollars and Seventy-Two Cents (\$7,825.72) during the Term of this Agreement nor may Contractor's total aggregate compensation during any single Contract Year exceed the sum of Ninety-Three Thousand, Nine Hundred Eight Dollars and Sixty-Four Cents (\$93,908.64) without the prior approval of the City Council. City may suspend Contractor's performance pending such City Council approval. For purposes of this Agreement, the capitalized term "Contract Year" means any one-year period of time during the Term of the Agreement commencing from the Effective Date or each anniversary of the Effective Date thereafter.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, Contractor will submit to City an invoice indicating the sums owed for the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred for City-authorized services or tasks that were performed during the recently concluded calendar month that are not included in the Scope of Services. If the amount of Contractor's compensation monthly compensation for City-authorized work performed that is not covered under this Scope of Services is a function of hours worked by Contractor's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the services or tasks, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand

total for all such services and tasks performed. Within thirty (30) calendar days of receipt of each invoice, City will notify Contractor in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City will pay all undisputed amounts included on the invoice. City will not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 1.5 EXTRA WORK; COMPENSATION FOR EXTRA SERVICES: At any time during the term of this Agreement, City may request that Contractor perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Services but later determined by City to be necessary. Contractor shall not undertake, nor shall Contractor be entitled to compensation for Extra Work without the prior written authorization of the City. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Services and related sub-tasks set forth in the Scope of Services.
- 1.6 ACCOUNTING RECORDS: Contractor shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONTRACTOR: In the event Contractor ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, Contractor shall deliver to City immediately and without delay, all materials, records and other work product prepared or obtained by Contractor in the performance of this Agreement. Furthermore, Contractor shall only be compensated for the reasonable value of the services, tasks and other work satisfactorily performed up to the time of cessation or abandonment, less any deduction for any damages, costs or additional expenses which City may incur as a result of Contractor's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The City hereby designates the Director of Public Works and the Water Division Superintendent (hereinafter, the "City Representatives") to act as its representatives for the performance of this Agreement; the Director of Public Works shall be the City's chief City Representative. The City Representatives or their designee shall act on behalf of the City for all purposes under this Agreement. Contractor shall not accept directions or orders from any person other than the City Representatives or their designee.

- 2.2 CONTRACTOR'S REPRESENTATIVE: Contractor hereby designates Joe Gutierrez, Business Development Manager – West to act as its representative for the performance of this Agreement (hereinafter, "Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative or his designee shall supervise and direct the performance of the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Notice to the Contractor's Representative shall constitute notice to Contractor.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Contractor agrees to work closely with City staff in the performance of the Services and this Agreement and shall be available to City staff and the City Representatives at all reasonable times. All work or work product prepared by Contractor shall be subject to inspection and approval by City Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Contractor represents, acknowledges and agrees to the following:
- A. Contractor shall perform all work skillfully, competently and to the highest professional standards of Contractor's profession;
 - B. Contractor shall perform all work in a manner reasonably satisfactory to the City;
 - C. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. Contractor understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
 - E. Contractor shall perform all Services under this Agreement in a skillful and competent manner equivalent to, if not greater than, the standard generally recognized as being employed by professionals performing the same services in the State of California;
 - F. All of Contractor's employees and agents (including but not limited to Contractor's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Contractor; and
 - G. All of Contractor's employees and agents (including but not limited to Contractor's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this

Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that Contractor shall perform, at Contractor's own cost and expense and without any reimbursement from City, any services or tasks necessary to correct any errors or omissions caused by Contractor's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Contractor's employees, agents, contractors, subcontractors and subconsultants. Such effort by Contractor to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representatives in writing and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Contractor or on Contractor's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Contractor, including but not limited to the representation that Contractor possesses the skills, training, knowledge and experience necessary to perform the Services in a skillful and competent manner equivalent to, if not greater than, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

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

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services shall be performed by Contractor or under Contractor's strict supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with Contractor's competent performance under this Agreement or result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of Contractor are not employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. Contractor shall be responsible for all reports and

obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Contractor, a threat to persons or property, or if any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Contractor and shall not be re-assigned to perform any of the Services. In keeping with the indemnification provisions of Article IV, below, Contractor shall indemnify, defend and hold free and harmless City, its elected or appointed officials, officers, employees, agents and volunteers from any claims or liability arising out of the removal of any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants pursuant to this Section.
- 2.8 COMPLIANCE WITH LAWS: Contractor shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, the City of San Fernando and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Services. Contractor's compliance with applicable laws shall include without limitation compliance with all Cal/OSHA requirements, and the issuance of all notices required by law. Contractor shall be liable for all violations of such laws, statutes, codes, rules, regulations and ordinances in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, statutes, codes, rules, regulations or ordinances, Contractor shall be solely responsible for all costs arising therefrom. In keeping with the indemnification requirements of Article IV, below, Contractor shall indemnify, defend and hold free and harmless City and City's elected or appointed officials, officers, employees, agents and volunteers from any claim or liability arising out of any failure or alleged failure to comply with such laws, statutes, codes, rules, regulations or ordinances.
- 2.9 SAFETY: Contractor shall perform its work so as to avoid injury or damage to any person or property. In performing the Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which any work is to be performed, including but not limited to:
- A. Adequate life protection and lifesaving equipment and procedures;
 - B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or

lawfully required to prevent accidents or injuries; and

C. Adequate facilities for the proper inspection and maintenance of all safety measures.

- 2.10. NON-DISCRIMINATION: In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that Contractor and all persons retained or employed by Contractor are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Contractor shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Contractor and all persons retained or employed by Contractor shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Contractor under this Agreement or is otherwise expressly conferred by City in writing.
- 2.12. LABOR CERTIFICATION: Contractor, by execution of this Agreement, certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.
- 2.13. PREVAILING WAGES: Contractor is aware of the requirements of California Labor Code Section 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works contracts." If this is a "public works contract" pursuant to the California Labor Code and if the total compensation is One Thousand Dollars (\$1,000.00) or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Copies of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement shall be made available to interested parties upon request, and shall be posted at the Project site. In addition to the indemnification duties set forth under Article IV of this Agreement, Contractor agrees to indemnify, defend and hold free and harmless the City and City's elected and appointed officials, officers, employees, agents and volunteers from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- 2.14. WARRANTY AGAINST DEFECTS. Contractor warrants all work done and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials and workmanship; and (iii) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance, Contractor shall be solely

responsible for the correction of those defects.

II. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, Contractor agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Contractor shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).
- 3.2 REQUIRED COVERAGES: Contractor agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. Commercial General Liability Insurance: Contractor shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage shall either apply separately to the Services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;
 - B. Automobile Liability Insurance: Contractor shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: Contractor shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide: There will be no cancellation, suspension, reduction or voiding of coverage without **thirty (30)** calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage

occurs, Contractor shall furnish City with information regarding such reduction at Contractor's earliest possible opportunity and in no case later than five (5) calendar days after Contractor is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City's elected or appointed officials, officers, employees, agents or volunteers.

- D. Error & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, Contractor shall procure and maintain Errors and Omissions Liability Insurance appropriate to Contractor's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the City and City's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. City may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the City Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 DISCLOSURE OF DEDUCTIBLES AND SELF-INSURED RETENTIONS: With respect to all varieties of insurance required under this Article, all deductibles and self-insured retentions shall be declared to and approved by City. City, at its option and in its sole and absolute discretion may require that: **(i)** the insurer reduce or eliminate such deductibles or self-insured retentions as respects City and City's elected or appointed officials, officers, employees, agents and volunteers; or **(ii)** Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 3.6 NOTICE OF FACTORS DIMINISHING COVERAGE: If any of the required insurance coverages contain aggregate limits, or apply to other operations of Contractor not related to this Agreement, Contractor shall give City prompt, written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords Contractor, City and City's elected and appointed officials, officers, employees, agents and volunteers. Contractor shall also immediately restore such aggregate limits or shall provide other insurance protection for such aggregate limits. City may, at its option, specify a minimum acceptable aggregate for each line of

coverage required. Contractor shall not make any substantial reductions in scope of coverage which may affect City's protection without City's prior written consent.

- 3.7 DELINEATION OF EXCLUSIONS ADDED BY ENDORSEMENT: All policies of insurance required under this Article shall delineate exclusions added by endorsement. The Parties acknowledge and agree that the purpose of this provision is to enable the Parties to easily identify material limitations in the scope of coverage afforded under each policy of insurance.
- 3.8 SEPARATION OF INSURED; NO SPECIAL LIMITATIONS: All varieties of insurance required under this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to City and City's elected or appointed officials, officers, employees, agents or volunteers.
- 3.9 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by Contractor shall be primary to any coverage available to City or City's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by City or City's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- 3.10 WAIVER OF SUBROGATION: No policy of insurance or endorsement thereto that is procured by Contractor pursuant to this Article shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from City or City's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of Contractor or Contractor's subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Article shall contain provisions waiving or shall be endorsed to waive any subrogation rights or other like rights of recovery by the insurance carrier against City or City's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf Contractor or Contractor's contractors, subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier. The City Representatives may waive this requirement as to CGL Coverage but only upon Contractor's delivery to City of endorsements demonstrating that City and City's elected or appointed officials, officers, employees, agents and volunteers have been named as additional insureds under the CGL Coverage.
- 3.11 VERIFICATION OF COVERAGE: Contractor acknowledges, understands and agrees, that City's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding City's financial well-being and, indirectly, the collective well-being of the residents of the City of San Fernando. Accordingly, Contractor warrants, represents and agrees that it shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. **The certificates of insurance and**

endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Contractor's commencement of any work or any of the Services. Contractor shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Services. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.

- 3.12 NOTICE OF TERMINATION: All policies of insurance required by this Agreement shall contain an endorsement providing that notice of cancellation will be provided to the City by Envirogen as soon as reasonably practical. Contractor agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 3.13 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies City may have under this Agreement or at law or in equity, if Contractor fails to comply with any of the requirements set forth in this Article, City may, but shall not be obligated to: **(a)** Order Contractor to stop any and all work under this Agreement or withhold any payment, which becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; or **(b)** terminate this Agreement. City's exercise of any of the foregoing remedies, shall be in addition to any other remedies City may have and is not the exclusive remedy for Contractor's failure to comply with the insurance requirements set forth under this Article.
- 3.14 SUBCONTRACTORS INSURANCE COVERAGE: Contractor shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Contractor under this Article.
- 3.15 NO LIMITATION ON LIABILITY: Contractor's procurement of insurance shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's indemnification duties set forth under Article V of this Agreement.

IV. INDEMNIFICATION

- 4.1 The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense,

attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide City and City's elected and appointed officials, officers, employees, agents and volunteers with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify, defend and protect City as set forth herein.

- 4.2 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 4.3 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Article and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of Contractor under this Article will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 4.6 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not

any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.
- 4.8 Anything in this Article 4 or elsewhere in this Agreement notwithstanding, any liability of contractor under the order shall not exceed \$1,000,000.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: City may terminate this Agreement for convenience and without cause or penalty at any time upon the issuance of thirty (30) days prior written notice to Contractor. Upon termination, Contractor shall be compensated only for that Services which have been satisfactorily rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by Contractor in connection with the performance of the Services. Contractor shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.
- 5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If Contractor is in breach (whether or not such breach is caused by Contractor or Contractor's officials, officers, employees, agents, contractors, subcontractors or subconsultants, City may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days prior written notice of termination on the grounds of breach (a "Breach-Termination Notice"). City's ability to terminate this Agreement as provided in this Section, shall be in addition to any other remedies City may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

- 6.1 CONFIDENTIALITY: Contractor and Contractor's agents, subcontractors and employees in the course of their duties may have access to information and data concerning sensitive City infrastructure and other information of a confidential nature. Contractor covenants that all data, documents, discussions, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written authorization of the City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenants under this Section shall survive the termination of this Agreement.
- 6.2 OWNERSHIP OF DOCUMENTS; PUBLIC RECORDS ACT DISCLOSURE:
- A. All reports, documents, information, findings and data including but not limited to, digitally or electronically stored computer data, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. Contractor shall deliver to City any reports, documents, information, findings and data, in any form, including but not limited to, digitally or electronically stored files, tapes, discs, data, audio tapes or any other Services-related items as requested by City at no additional cost.
 - B. Contractor is advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, digitally or electronically stored files, tapes or discs, furnished or prepared by Contractor, or any of Contractor's subcontractors or subconsultants, pursuant to this Agreement and provided to City may be subject to public disclosures as required by the California Public Records Act (California Government Code Section 6250 et seq.)(the "Public Records Act"). All proprietary and other information received from Contractor by City, whether

received in connection with Contractor's initial proposal to City or in connection with any work or services performed by Contractor under this Agreement, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act (Government Code Section 6250 et seq.); provided, however, that, if any information is set apart and clearly marked "trade secret" or "proprietary" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. The Contractor shall have sole responsibility for defense of the actual "trade secret" or "proprietary" designation of such information. The Parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of this subsection, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" or "proprietary" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

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

CONTRACTOR:

Envirogen Technologies, Inc.
2627 Chestnut Ridge Road, Suite 260
Kingwood, TX 77339
Tel: 877.312.8950
Fax: 909.980.4732

CITY:

City of San Fernando
Public Works Department
San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340
Attn: Public Works Water
Superintendent
Phone: 818-898-1222
Fax: 818-361-6728
E-mail: publicworks@sfcity.org

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

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

- 6.5 SUBCONTRACTING: Contractor shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without the prior written approval of City. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.6 CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS: City reserves the right to employ other contractors in connection with the various projects worked upon by Contractor.
- 6.7 PROHIBITED INTERESTS: Contractor warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.9 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.10 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.11 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.12 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.13 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in

favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

- 6.14 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.15 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.16 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.17 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto (including the Scope of Services), the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.
- 6.18 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Contractor prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.19 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Contractor, one counterpart shall be delivered to the City Clerk for the City of San Fernando and one counterpart shall be delivered to the City. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

[SIGNATURES ON NEXT PAGE]

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

CITY OF SAN FERNANDO, a municipal corporation:

By:_____

Name:_____

Title:_____

Date:_____

ENVIROGEN TECHNOLOGIES, INC.

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____

Richard Padilla
Asst. City Attorney

Date:_____

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF WORK

Envirogen will continue O&M responsibilities for the San Fernando Well No.7 water treatment system in accordance with the service provisions in the existing contract. The scope of work to be provided will consist of the following:

1. Provide required routine and preventative maintenance and repairs of the treatment System. Scope includes onsite visits by service technician up to six (6) times per month.
2. Recommend consumables required for the proper operation of the treatment unit to treat the raw water.
3. Provide necessary calibration of all Envirogen provided instruments and analyzers.
4. Respond to maintenance and consult on operation issues, (24) hours per day, (7) days a week within the following response time breakdown
 - a. Phone Call Response Time: 4 hours
 - b. Non Critical Service Call Response Time: 24 hours
 - c. Critical Service Call Response Time: 12 hours
 - d. Unit Repair Request Call Response time: 36 hours
 - e. Service visits outside of normal business hours will incur additional costs per rate sheet attached. Normal business hours as follows:
 - i. Monday to Friday 8:00 am to 5:00 pm.
5. Participate in meetings, correspondence and other interactions with regulatory agencies associated with the treatment unit as reasonably requested by the City
6. Provide recommendations to the City to maintain efficient operation of the treatment equipment.
7. Remotely monitor the Treatment System via email updates and automated, phone-based communication.
8. Supply appropriately qualified and certified personnel who will assist in operating the treatment system as required by applicable law and in accordance with the Governmental Approval and manuals and instructions provided by Envirogen as part of the equipment sale.
9. Envirogen's operations team will maintain a log book and O&M reading sheets at the treatment system that summarizes all O&M activities.

A Lifecycle Performance Company



April 10, 2019

Yazdan (Yaz) Emrani, M.S., P.E., Q.S.D

Director of Public Works/City Engineer

117 Macneil St | San Fernando, CA 91340

Tel (818) 898-1222 | Fax (818) 361-6728

yemrani@sfcity.org

Re: Envirogen Technologies - Maintenance Service Contract Well No.7

Duration of Contract (5) Years from end of current contract

No. 1729 (City of San Fernando)

City of San Fernando CA

Envirogen Reference 23933

Dear Mr. Emrani:

Envirogen Technologies, Inc. (Envirogen) is pleased to present this proposal for providing continued professional Operations & Maintenance (O&M) services to the City of San Fernando CA for the ion exchange (IX) system at Well No. 7 as set forth in the scope of work below.

Envirogen has provided treatment plant management and O&M services to the water environmental field since 1991. We have consistently focused on these two core competencies and believe it has helped to differentiate us from our competitors. Using these services as a base, we have also developed the requisite, in-house skills needed to support our field operating staff that manage, operate and maintain water and wastewater treatment systems. These services include treatability studies, design support services (e.g. process, electrical, mechanical, controls), process/system optimization, licensed electrical contracting, programming, instrumentation and mechanical contracting. These are practical skills that we successfully apply on a daily basis to over 65 ongoing projects in New Jersey, Pennsylvania, Delaware, New York, California, Nevada and Tennessee.

SCOPE OF WORK

Envirogen will continue O&M responsibilities for the San Fernando Well No.7 water treatment system in accordance with the service provisions in the existing contract. The scope of work to be provided will consist of the following:

1. Provide required routine and preventative maintenance and repairs of the treatment System. Scope includes onsite visits by service technician up to six (6) times per month.
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9. Envirogen's operations team will maintain a log book and O&M reading sheets at the treatment system that summarizes all O&M activities.

PRICING AND PAYMENT

Pricing to provide O&M Services as detailed in the Scope of Work section will be provided on a Lump Sum basis. Additional tasks outside the routine licensed operator services will not be completed without approval from the Owner. Invoices will be submitted to the City of San Fernando on a monthly basis for the Lump Sum amount of **\$7,088.00.** The proposed monthly sum is based on a contract length of (5) years. Annual increases to the lump sum amount will be assessed at 2% per year beginning on the renewal date of April 15th, 2020..

ITEMS NOT INCLUDED

The following items are not included in the base Scope of Work, and will be charged on a Time and Materials basis in accordance with the attached Envirogen Rate Sheet, with prior approval of the Owner. Materials to be charged on a cost + 20% basis.

- Emergency response/unscheduled visits;
- Repair Maintenance and/or system modifications;
- Treatment system chemicals, consumables, on-site laboratory testing materials, certified laboratory testing;

AVAILABILITY

Envirogen is available to continue providing services upon acceptance of this proposal and conclusion of the current contract with the City of San Fernando.

GENERAL CONDITIONS

This proposal and offer and all pricing and schedules contained herein are contingent on satisfaction of all of the following conditions:

- A binding Order must be issued by the City of San Fernando and accepted by Envirogen within 30 calendar days of the date above. Proposal validity is 30 days.
- Envirogen's General Conditions for the Sale of Services by Envirogen Technologies, Inc. to the City of San Fernando is attached hereto as Enclosure 1, and must be accepted by the Client and made a part of the Order.
- This Proposal/Offer and its enclosures must be attached to or incorporated by reference in the City of San Fernando purchase order.

Envirogen looks forward to working with the City of San Fernando on this project. Upon acceptance of this proposal, Envirogen Technologies, Inc. will look forward to executing the necessary Contract/Purchase Order to engage this agreement in a timely manner. Please feel free to contact me if you have any questions regarding our proposal.

Sincerely,

Joe Gutierrez – Business Development Manager – West



Envirogen Technologies, Inc.

Enclosures: (1) General Conditions
(2) Envirogen Rate Sheet

ENCLOSURE 1

GENERAL CONDITIONS FOR THE SALE
OF PRODUCTS AND SERVICES BY ENVIROGEN TECHNOLOGIES, INC.

ETIGC #180131

The following General Conditions are and shall be an integral part of any Order to which these terms and conditions are attached and/or referenced. In no event shall any term or condition attached to or made part of any purchase order or other contract document issued by Purchaser, or any shipping document or other document associated with the services or Products described in the Order to which these General Conditions apply have any controlling effect whatsoever unless specifically adopted in writing by an authorized representative of both Envirogen Technologies, Inc. ("Envirogen") and Purchaser.

1. Definitions. Throughout these General Conditions or any Order or other document to which they apply, the following words and phrases, when printed with the initial letter capitalized (unless shown below without capitalization), shall have the meanings ascribed to them below, unless the context requires otherwise:

"Cost" shall mean all expenses incurred by Envirogen for materials, supplies, energy, regulatory permitting, labor, outside contractors and professionals, transportation, supervision, excise, sales and similar taxes. For all purchases of materials, supplies and services, "Costs" shall include an additional ten percent (10%) of the direct expense to reimburse Envirogen for purchasing and accounting activities. Labor charges for Envirogen's personnel will be at rates shown in any Order or attachment, exhibit or schedule incorporated therein. In the absence of any such specification of rate(s), labor charges for Envirogen's personnel will be at the individual's hourly wage rate (or equivalent) plus forty percent (40%) for employee and group benefits and employee taxes.

"Purchaser" shall mean the person or entity purchasing Products or services from Envirogen.

"Day" or "day" shall mean a calendar day unless otherwise indicated.

"Party" or "Parties" shall mean either Envirogen or Purchaser or both.

"Products" shall mean products, equipment, parts, goods, media or materials meeting the description or specifications set forth in the Order.

"Order" shall mean any purchase order, work order, change order, letter agreement or similar contract document issued by Purchaser and accepted in writing by Envirogen or issued by Envirogen and accepted in writing by Purchaser which either references or attaches these General Conditions and/or all attachments, amendments or any ancillary documents to any such contract document.

"Owner" shall mean the ultimate end user of the Product or service where the end user is not the Purchaser. Normally this would occur where the Purchaser is a prime contractor and Envirogen is a subcontractor.

In addition to the definitions set forth above, embedded within these General Conditions or any Order, there may be additional defined terms which are designated as such in a parenthetical and highlighted with quotation marks.

2. Cooperation of Purchaser. To assist Envirogen in providing Products and/or performing services, Purchaser shall (i) provide Envirogen with all relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with Envirogen when requested, (iii) permit Envirogen reasonable access to relevant

Purchaser or Owner controlled sites, (iv) ensure reasonable cooperation of Purchaser's employees and the Owner, and (v) unless a longer period is provided for in the Order, return all drawings or other documents submitted by Envirogen to Purchaser for review, comment and/or approval within a commercially reasonable time following submission not to exceed ten (10) business days. Any failure to return documents within the time prescribed shall be considered a waiver by Purchaser of its right to review and approve or comment on the documents.

3. Price, Costs and Payments.

3.1 Unless otherwise stated therein, the price(s) and charges for Products and/or services specified in any Order are exclusive of any sales, use, value added, excise, gross receipts, business and occupation or similar present or future taxes imposed by any governmental entity on the sale, delivery, use or other handling of the Product or service or in connection with any transactions contemplated by the Order to which these General Conditions apply. If any such taxes are incurred by Envirogen, Purchaser shall reimburse Envirogen the amount of such taxes.

3.2 Whenever rates or prices in any Order include transportation or when transportation is charged separately by Envirogen, such rates, prices or charges shall be exclusive of (i) material increases in the cost of transportation occasioned by significant increases in the costs of fuel or weather, road or access conditions which could not have been reasonably anticipated in advances of pricing the cost of transportation or (ii) any extraordinary or excess demurrage charges incurred by Envirogen from third party carriers which arise from delays or demurrage at the delivery point. Demurrage will be charged to Purchaser except to the extent such demurrage primarily results from the negligence or other fault on the part of Envirogen or its carrier.

3.3 Unless otherwise specifically indicated in the Order, all prices (or other values) in the Order are stated in U.S. dollars and all payments are to be made in U.S. dollars.

3.4 Invoices may be provided to Purchaser, at the option of Envirogen, by mail, delivery service, electronic mail or fax and payments by Purchaser shall, at the election of Envirogen, be made by mail, overnight delivery service or electronic funds transfer. Purchaser shall provide Envirogen with contact information for delivery of invoices. Invoices shall be due and payable within thirty (30) days of receipt by Purchaser of the invoice. TIME IS OF THE ESSENCE for payment of all fees and charges. Interest on delinquent payments shall accrue until paid at the greater rate of (i) twelve percent (12%) per annum or (ii) the prime interest rate as quoted by the Wall Street Journal plus 500 basis points (adjusted on the first day of each calendar quarter.) In the event that the interest rate described above exceeds the maximum interest rate chargeable under law for such transactions, such maximum legal rate shall apply.

3.5 Should any portion of an Envirogen invoice be disputed by Purchaser, Purchaser will pay the undisputed portion and within the payment period prescribed above shall provide Envirogen with written notice of the disputed portion of the invoice and the reasons for the dispute. In no event shall Purchaser withhold payment of any undisputed portion of a Envirogen invoice based on the set-off of a Purchaser claim against Envirogen or as a back-charge for monies claimed to be owed Purchaser by Envirogen. At the request of Purchaser, Envirogen shall provide Purchaser with a written partial release of statutory liens utilizing Envirogen's standard form which shall be conditioned on actual receipt of payment of a particular invoice.

3.6 Envirogen may, from time to time, establish such credit terms as it shall, in the sole judgment of Envirogen, deem reasonably necessary, including, but not limited to, credit limits.

3.7 In the event that Envirogen should incur Costs, including, but not limited to, attorney's fees and collection agency fees, to collect overdue invoices and accounts, Purchaser shall reimburse Envirogen for all such reasonable Costs whether or not litigation has been initiated to collect the overdue account.

3.8 When fees or charges are based in whole or in part on a reimbursement by Purchaser of Envirogen's actual costs, with or without a mark-up, such costs shall be determined at the time of invoicing whether or not the cost has already been paid by Envirogen or has, as of that time, accrued as an expense for purposes of accounting. Any future rebate or credit to Envirogen which may be associated either directly or indirectly with the cost or expense, shall not give rise to a similar rebate or credit from Envirogen to Purchaser.

4. Delivery and Risk of Loss.

4.1 Except as otherwise set forth in the Order, delivery of Product shall be DAP work/installation site (Incoterms

2010).

4.2 Except as otherwise set forth in the Order, Purchaser agrees to take delivery of Product upon notice from Envirogen that the Product is ready for delivery. If for any reason Purchaser is either unable or unwilling to accept delivery, Purchaser shall be responsible to pay or reimburse Envirogen for all additional Costs incurred for storage, insurance and/or transportation.

4.3 Title to and risk of loss with respect to Products shall pass from Envirogen to Purchaser at the time the Product is delivered to Purchaser. Product shall be deemed to be delivered when the Product has been loaded to Purchaser's carrier or if delivered by Envirogen to Purchaser's or Owner's work site, upon arrival at the work site. (See Section 4.1) Offloading from the Envirogen carrier is the responsibility of Purchaser. Damages to the Product incurred during offloading shall be the responsibility of Purchaser. To qualify for a credit, any shortage or damages (other than those incurred after delivery DAP) to the Product shall be reported in writing to Envirogen by Purchaser within five (5) business days of the date of delivery of the Product.

5. Force Majeure. If Envirogen is rendered unable to perform its obligations under the Order by an event beyond the reasonable control of Envirogen, Envirogen shall not be liable to Purchaser for failure or delay in such performance to the extent that the failure or delay is due to such force majeure event. Force majeure events shall include, but shall not be limited to, war (whether declared or undeclared), fire, flood, lightning, earthquake, hurricane, storm or any other act of God; strikes, lockouts or other labor difficulties; civil disturbances, riots, sabotage, accident not involving fault on the part of Envirogen or explosion; inability to secure necessary fuel, power, equipment, transportation or raw materials and/or any other reason beyond the reasonable control of Envirogen.

6. Warranties. The following warranties are in addition to any other warranties specifically set forth in the Order:

6.1 Products. Envirogen warrants to Purchaser that (i) Envirogen will have title to all Products delivered to Purchaser, free and clear of all liens, encumbrances and security interests, and (ii) that all Product will conform at the time of delivery to the written mechanical product description and/or specifications set forth or otherwise referenced in the Order. In the event of a failure by Envirogen to materially meet the terms of the warranty set forth in this Subsection 6.1, Envirogen, at its own expense, shall remove the defective, non-conforming product and replace it with a like quantity of conforming Product meeting the description or specifications.

6.2 Equipment, Parts and Goods. Except as otherwise provided for in the Order, Envirogen warrants as follows:

A. Equipment and systems which are the subject of the Order shall, when constructed, installed, used, maintained and operated in strict compliance with the plans, specifications and instructions of Envirogen, meet the performance criteria specifically set forth in the Order during the performance testing period described therein.

B. At the time of delivery, equipment and parts will be free from any and all material defects which would reasonably interfere with their use by Purchaser. In the event such defect is reported to Envirogen within twelve (12) months from date of installation of the equipment or part or within fourteen (14) months following delivery by Envirogen, whichever comes first, Envirogen will repair or replace the defective component without charge.

6.3 Services. Envirogen warrants as follows:

A. In providing services under the Order, Envirogen will comply with all federal, state and local laws.

B. The services to be provided by Envirogen shall be performed utilizing the same generally accepted standards of due diligence, skill, reasonable care and safety ordinarily employed by service providers similarly situated in the same geographic region and at the same time.

C. All Envirogen personnel engaged in providing the services pursuant to the Order (i) shall be appropriately supervised by qualified persons in Envirogen's employ, (ii) shall be appropriately skilled to perform the work to which they are assigned, and (iii) shall have met appropriate licensing and certification requirements of the state in which the service are to be provided.

6.4 Media and Resins. Unless otherwise set forth in the Order, Envirogen warrants that media supplied by Envirogen meets or exceeds Envirogen's specifications for the media and manufacturer's specifications for the media at the time of shipment.

6.5 Patents. Envirogen warrants that neither its Products nor its services shall infringe upon any patent(s) or copyright(s), or misappropriate or misuse trade secret(s) or other confidential information unless such Product or service is provided in compliance with Purchaser provided specifications. In the event of a default under this patent and intellectual property warranty, upon notice of the default by Purchaser, Envirogen shall obtain on behalf of Purchaser such releases, licenses or other appropriate authorizations as shall be necessary to prevent the infringement.

6.6 ENVIROGEN MAKES NO WARRANTY, EXPRESSED OR IMPLIED, PURSUANT TO THESE GENERAL CONDITIONS, THE ORDER OR OTHERWISE OTHER THAN AS IS SPECIFICALLY SET FORTH IN THIS WARRANTIES PARAGRAPH AND THE ORDER AND NONE SHALL BE IMPLIED. THE WARRANTIES AND ANY REMEDIES SET FORTH IN THIS WARRANTIES PARAGRAPH AND/OR THE ORDER ARE EXCLUSIVE. THE WARRANTIES ARE GIVEN AND ACCEPTED BY PURCHASER IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY ENVIROGEN AND WAIVED BY PURCHASER. ANY REMEDIES PROVIDED FOR IN THIS WARRANTIES PARAGRAPH AND OR THE ORDER ARE IN LIEU OF ALL OTHER REMEDIES AT LAW OR IN EQUITY FOR BREACH OF A WARRANTY.

6.7 Purchaser may assign Envirogen's warranty obligations to the Owner without the consent of Envirogen and shall provide Envirogen with written notice of such an assignment.

7. Indemnification.

7.1 Each Party hereby agrees to defend, indemnify and hold the other Party and their respective partners, affiliates and subsidiaries, and their respective directors, officers, partners, members, employees and agents (collectively "Indemnified Parties"), harmless from and against any and all claims, liabilities, suits, proceedings, judgments, orders, fines, penalties, damages, losses, Costs and expenses (including, without limitation, costs of defense, settlement and reasonable attorneys' fees and expenses) (all of the foregoing herein collectively called "Liabilities"), arising out of (i) the indemnifying Party's negligence or willful misconduct; and, (ii) failure of the indemnifying Party or any of its employees or agents to observe or comply with any of the indemnifying Party's duties or obligations under these General Conditions or the Order, including, without limiting the generality of the foregoing, any failure to observe or comply with any applicable laws, ordinances, codes, orders, rules or regulations; violation or breach of any provision in these General Conditions or the Order including, but not limited to, any warranty for which a remedy is not specified. The foregoing obligations of indemnity will include, but not be limited to, any and all Liabilities for or relating to (i) injury to or death of any person (including, without limitation, employees or agents of the Parties), (ii) damage to or loss or destruction of any property (including, without limitation, property of the Parties, or their respective employees or agents), and (iii) any spill, release or leak of any hazardous substance or waste or any contamination of, injury or damage to or adverse effect on the environment. The indemnifying Party shall be liable, however, only for that percentage of total Liabilities that corresponds to the indemnifying Party's percentage of total negligence or fault as compared to that of the indemnified Party.

7.2 Neither Party shall have any liability to the other Party for any indirect, incidental, aggravated, exemplary, punitive, or consequential damages incurred by the other Party, whether brought on an action for breach of contract, breach of warranty, tort, strict liability, or otherwise and irrespective of whether caused or allegedly caused by either Party's negligence or willful misconduct and none shall be awarded by any tribunal against a Party hereto in favor of a Party hereto; provided, however, that the limitations on liability contained in this Section 7.2 shall not apply to damages which are part of a third party claim for which a Party is claiming an indemnity obligation under this agreement from the other Party and the Party entitled to indemnity protection under this agreement is seeking an indemnity or other relief against the payment of such damages from the Party required to provide such indemnity or other relief. Anything in the Order or these General Conditions notwithstanding, any liability of Envirogen under the Order shall not exceed in the cumulative aggregate, the lesser of the total fee or charges invoiced under the Order or \$1,000,000.

8. Confidential Information.

8.1 Purchaser agrees that all information related to Envirogen's systems, services, Products, methods, procedures, techniques, and equipment ("Confidential Information") is and shall remain Envirogen's exclusive proprietary and confidential information, know-how and property. Purchaser agrees to use Confidential Information solely for the

purposes set forth in the Order. Purchaser agrees to keep Confidential Information confidential in accordance with the provisions of Section 8.2, and Purchaser shall not disclose, use or exploit for its benefit or the benefit of any third party Confidential Information other than in furtherance of the purpose of the Order. Purchaser shall not reverse engineer, disassemble, chemically or biologically analyze or decompile any Product or other tangible objects which embody Envirogen's Confidential Information.

8.2 Disclosure of Confidential Information may be in tangible form, by electronic media, by visual display or inspection or it may be provided orally. Confidential Information need not be marked "confidential", "secret" or the like. Purchaser shall not use or disclose Confidential Information for any purpose other than as specified in the Order. Purchaser will use at least the same degree of care to avoid disclosure or unauthorized use of Confidential Information as Purchaser uses with respect to its own confidential information, but in no event less than a reasonable standard of care. Purchaser shall require in writing that the Owner agree to be contractually bound to Envirogen by the provisions of this Section 7.2. Envirogen may seek injunctive relief to enforce its rights under this Section without any requirement of proving irreparable injury. Confidential Information does not include the following: (a) information which prior to receipt by Purchaser was either generally available to the public or in Purchaser's possession free of any restrictions on its use or disclosure from a source other than Envirogen; or (b) information which after the receipt thereof by the Purchaser either becomes available to the public through no fault of Purchaser or is acquired by Purchaser from a third party who has the legal right to transfer the information to Purchaser; or (c) information required to be disclosed by Purchaser pursuant to law but only after reasonable notice of the requirement of disclosure is provided to Envirogen.

9. Termination for Convenience. If the Order provides that the Purchaser may terminate the Order for its convenience and without cause, such termination shall be accomplished by written notice from the Purchaser to Envirogen. Upon such a termination for convenience, Purchaser shall pay Envirogen (i) for all Products and services delivered prior to the date of termination, and (ii) any and all Costs incurred by Envirogen prior the date of Termination incurred by Envirogen in the engineering, design, production, acquisition, transportation or otherwise for any Product or service as yet undelivered plus a mark-up of 25% and (iii) all reasonable Costs associated with the demobilization of Envirogen following the termination.

10. Insurance. If the services and/or the delivery of the Products require Envirogen or its contractors or carriers to enter on to any property owned or occupied by Purchaser, then Envirogen shall procure and maintain the following insurance coverages:

<u>Coverage</u>	<u>Policy Limits</u>
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease
Commercial General Liability	\$1,000,000 per occurrence and including contractual liability; and \$1,000,000 in the aggregate
Automobile Liability Policy	\$1,000,000 per occurrence (including owned, non-owned, and hired vehicles) non-owned, and hired vehicles)

All such policies shall name Purchaser and Owner as an additional insured as respects liability arising from work or operations performed by or on behalf of Envirogen (excluding the workers' compensation policy). Envirogen shall promptly furnish Purchaser with certificates of insurance evidencing the required insurance coverage.

11. Miscellaneous Provisions.

11.1 For all purposes of the Order, Envirogen is and shall remain an independent contractor. There are no intended third party beneficiaries to these General Conditions or the Order and nothing in this Contract will entitle any person other than Envirogen or Purchaser to any claim, cause of action, remedy or right of any kind under the Order.

11.2 Purchaser agrees that during the term of the Order and for a period of twelve (12) months thereafter, Purchaser will not, directly or indirectly, solicit, request or otherwise induce any Envirogen employee or personnel

to terminate his or her employment with Envirogen if such employee has been materially engaged in providing Product or services to Purchaser under the Order. Nothing herein shall be construed to prohibit the hiring of Envirogen employees who have responded without any direct inducement by Purchaser to publically available employment advertisements by Purchaser.

11.3 Those provisions of these General Conditions or the Order which by their nature are intended to survive the termination, cancellation, completion or expiration of these general conditions or the Order to which they apply shall continue as valid and enforceable obligations of the Parties, notwithstanding any such termination, cancellation, completion or expiration. Such provisions include, but are not limited to, provisions concerning warranties, indemnifications and confidentiality.

11.4 The validity, interpretation and performance of these General Conditions shall be governed exclusively in accordance with and by the laws of the State of Texas, save and except those Texas laws governing choice of laws which would result in the choice of a law or laws of another jurisdiction.

11.5 In the event of any dispute between the parties arising under these General Conditions or the Order, the parties agree that (i) the civil courts in and for the County of Montgomery, State of Texas, shall have exclusive jurisdiction and venue to determine such dispute(s) and each party hereby waives any objection to such jurisdiction and venue in any such court and any claim that such forum is an inconvenient forum and (ii) the prevailing Party shall be awarded its costs of suit, including reasonable attorney's fees.

11.6 The Order and these General Conditions set forth the entire agreement of the Parties regarding the services and Products described in the Order and supersede all prior discussions and agreements of the Parties, whether written or verbal other than prior confidentiality or non-disclosure agreements between Purchaser and Envirogen. The Order and these General Conditions may not be modified, amended, rescinded, canceled or waived in whole or in part by amendment or change order, except by written instrument, signed by both Parties, which makes specific reference to the Order and which specifies that the Order or these General Conditions are being amended, modified or otherwise altered. All change orders shall make specific reference to the Order and shall be signed by both Parties. All change orders shall indicate any modifications or amendment to the pricing or delivery schedule resulting from the change in scope. Any request by Purchaser to either accelerate or delay a deliverable date described in the Order for any reason shall require a mutually acceptable change order pursuant to this Section. Such change order shall include the new schedule of deliverable due date(s) and any price adjustment occasioned by the change in schedule.

11.7 Any waiver by either Party of any provision or condition of the Order or these General Conditions shall not be construed or deemed to be a waiver of any other provision or condition of the Order or these General Conditions, nor a waiver of any subsequent breach of the same provision or condition.

11.8 If any section, subsection, paragraph, clause or sentence of the Order or these General Conditions shall be adjudged illegal, invalid or unenforceable, such event shall not affect the legality, validity or enforceability of the remaining portions of the Order and these General Conditions as a whole or any portion thereof.

11.9 The covenants and agreements contained herein shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

11.10 The Order (or any amendment) may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Order when a duly authorized representative of each Party has signed a counterpart. Photographic, facsimiled and scanned copies of such executed counterparts may be used in lieu of the originals for any purpose.

ENCLOSURE 2

Envirogen Rate Sheet

Title	Hourly Rate
Plant Management and O&M Services	
Project Director	\$150
Senior Project Manager	\$115
Project Manager	\$105
Class 4 Operator	\$95
Class 3 Operator	\$85
Class 2 Operator	\$75
Assistant Operator	\$65
Sr. Environmental Technician	\$75
Environmental Technician	\$65
Technician	\$60
Engineering & Support Services	
Project Director	\$150
Senior Engineer	\$140
Project Engineer	\$120
Staff Engineer	\$105
Engineering Support (CAD Designer)	\$85
General Support	\$80
Environmental Technician	\$75
Construction & Equipment Installation Services	
PLC Programmer	\$150
Construction Manager	\$125
Licensed Electrician	\$125
Instrumentation Specialist	\$120
Electrician	\$95
Sr. Mechanic	\$95
Mechanic	\$85
Equipment Operator	\$85
Helper/Laborer	\$60
Administration	\$65

Standard Rates (listed above): Monday to Friday 7 AM – 5 PM (excluding holidays)
Shift Differential: Other than Monday – Friday, 7 AM – 5 PM Standard Rate x 1.15%
(off hour shifts)

Overtime Rate: 1.5 times standard rate
Holidays, weekends, other than of Mon-Fri, 7am – 5 pm

Per Diem Cost (lodging + meals) \$175.00/day
Travel Time Rate X 0.5
Standard Markup Cost + 10%
Mileage Current Federal Rate

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Manuel Fabian, Civil Engineering Assistant II

Date: July 15, 2019

Subject: Consideration to Award a Contract for Annual Street Resurfacing Project Fiscal Year 2018-2019 Job No. 7597, Plan No. P-726

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve plans and specifications (Attachment "A") for the Annual Street Resurfacing Project Fiscal Year (FY) 2018-2019 Job No. 7597, Plan No. P-726;
- b. Accept the lowest responsive bid from Palp Inc., DBA Excel Paving Company, for construction of these improvements;
- c. Authorize the City Manager to execute a Construction Contract with Excel Paving Company (Attachment "B" - Contract No. 1924) for an amount not to exceed \$2,094,776; and
- d. Authorize the City Manager to approve change orders not to exceed 10% contingency (\$209,478).

BACKGROUND:

As part of the City's FY 2018-2019 Budget, the City Council appropriated funds toward the "Annual Street Resurfacing Project" to rehabilitate local roads. This project is funded with a variety of special funds, including SB1, Gas Tax, Measures "M" and "R", Proposition C, Water and Sewer Enterprise funds. The project includes the installation of asphalt overlay, new traffic striping, accessible curb ramps, cross gutters, sidewalk and curb improvements, driveway improvements, water main upgrades and sewer main repairs.

Consideration to Award a Contract for Annual Street Resurfacing Project Fiscal Year 2018-2019 Job No. 7597, Plan No. P-726

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ANALYSIS:

Project Details.

The proposed project includes the following improvements:

- Repair sidewalks/curb ramps in compliance with ADA accessibility requirements, and repair and replacement of curb, cross gutter, asphalt concrete (AC) pavement.
- Construct Asphalt-Rubber Hot Mix (ARHM) overlay on the affected streets.
- Installation of striping.
- Upgrade of water main.
- Sewer main repairs.

The streets that will be under construction are:

- Alexander Street between Library Street and Lucas Street.
- N. Workman Street between Glenoaks Boulevard and Seventh Street.
- N. Lazard Street between Fourth Street and Glenoaks Boulevard.
- Lucas Street between N. Workman Street and Orange Grove Avenue.

On June 19, 2019, at 11:00 a.m., the City Clerk received and opened five bids for construction of stated improvements (Attachment "C"). Staff analyzed all bids and determined the bid from Excel Paving Company to be the lowest responsive bid. The table below summarizes the bids received for project construction:

RANK	BIDDER	BID AMOUNT
1	Excel Paving Company	\$2,094,776.00
2	All American Asphalt	\$2,126,995.00
3	Hardy and Harper, Inc.	\$2,138,000.00
4	EC Construction	\$2,189,808.09
5	Toro Enterprises, Inc.	\$2,416,663.00

Excel Paving Company has successfully completed projects in the City, including North Maclay Avenue Streetscape Project and San Fernando Road between South Huntington and San Fernando Mission Boulevard Project.

Timeline.

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

Consideration to Award a Contract for Annual Street Resurfacing Project Fiscal Year 2018-2019 Job No. 7597, Plan No. P-726

Page 3 of 4

- July 15, 2019
City Council Award of Contract
- August – December 2019
Tentative Construction Schedule

As indicated in the project bid specifications, the contractor has 90 working days to complete the project.

BUDGET IMPACT:

The total estimated construction cost for this capital project is \$2,304,254, including contingencies. Funding was included in the City's approved FY 2018-2019 and has been carried over to the FY 2019-2020 approved budget. Due to additional costs related to rehabilitating the water main lines under these streets, a total of \$413,215 in currently appropriated Water Enterprise Capital Funds will be transferred from the general Water Capital project account (070-385-0000-4600) to the residential resurfacing project account (070-385-0560-4600).

SOURCES		
Fund	Account Number	Allocation
SB1	025-3623-0560	\$ 371,426
Gas Tax	011-3210-0560	116,649
Measure R	012-3210-0560	171,649
Measure M	024-3210-0560	199,148
Prop C	008-3210-0560	347,791
Water Fund	070-3810-0560	963,215
Sewer Fund	072-3745-0560	134,376
Total Sources:		\$ 2,304,254

USES		
Activity	Account Number	Cost
Construction	025-311-0560-4600	\$ 2,094,776
	011-311-0560-4600	
	012-311-0560-4600	
	024-371-0560-4600	
	008-311-0560-4600	
	070-385-0560-4600	
	072-365-0560-4600	
Contingency (10%)	024-371-0560-4600	\$ 209,478
Total Uses		\$ 2,304,254

Consideration to Award a Contract for Annual Street Resurfacing Project Fiscal Year 2018-2019 Job No. 7597, Plan No. P-726Page 4 of 4

CONCLUSION:

It is recommended that the City Council approve the project plans and specifications and authorize the City Manager to execute a construction contract with Excel Paving Company.

ATTACHMENTS:

- A. Plans and Specifications
- B. Contract No. 1924
- C. Bid Summary

**CITY OF SAN FERNANDO
CALIFORNIA**

**CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS
FOR
ANNUAL STREET RESURFACING PROJECT
FISCAL YEAR 2018-2019
JOB NO. 7597, PLAN NO. P-726**




Prepared by:



1880 E. AMAR RD., SUITE B13
IRWINDALE, CALIFORNIA 91706
(626) 667-8675



Prepared Under the Supervision of:  Date: May 17, 2019
Joaquin Cervantes, P.E



Approved by:  Date: May 21, 2019
Ying Kwan, P.E., City Engineer

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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 AM on Wednesday, June 19, 2019**, and said bids will be publicly opened and declared for performing work on the following project:

ANNUAL STREET RESURFACING PROJECT FISCAL YEAR 2018-2019 JOB NO. 7597, PLAN NO. P-726

The project consists of roadway resurfacing and concrete replacement. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; construction of ARHM overlay; adjustment to grade of water valve and sewer manhole frame and cover; installation of traffic striping and pavement marking; and miscellaneous appurtenant work. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions. The construction cost is estimated at \$1,750,000.

There is no pre-bid meeting for the project.

The contract time for the project is ninety (90) working days.

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

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of sixty (60) 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. Prior to beginning work, 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.

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

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally 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 Manuel Fabian, Civil Engineering Assistant II, via e-mail at mfabian@sfcity.org to be placed on the plan holders list.** Compact disk (CD) of the plans and specifications may be obtained for a non-refundable fee of **\$5.00** each at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340. If mailing is requested, an additional fee of **\$5.00** is required to cover postage and handling.

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: May 23, 2019

By: Ying Kwan, P.E.
City Engineer

Sun
05/23/19
05/30/19

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 sixty (60) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

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

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

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

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

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

rejected.

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

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

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

5. SIGNATURE OF CONTRACTOR

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

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

6. BONDS

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

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams,

implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

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

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

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.
8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

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

Contractor's Proposal
Bidder's Bond
Contractor Information
List of References
List of Subcontractors
Certificate of Secretary of Adoption of Resolution
List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
Non-Collusion Affidavit

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:

**ANNUAL STREET RESURFACING PROJECT
FISCAL YEAR 2018-2019
JOB NO. 7597, PLAN NO. P-726**

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 **ninety (90)** 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

**ANNUAL STREET RESURFACING PROJECT
FISCAL YEAR 2018-2019
JOB NO. 7597, PLAN NO. P-726**

STREET IMPROVEMENTS					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	Provide traffic control.	LS	1	\$	\$
2.	Remove and construct curb ramp approach and install cast-in-place truncated domes per SPPWC Std. Plan No. 111-5.	EA	36	\$	\$
3.	Remove and construct 4-inch thick PCC sidewalk over compacted native per SPPWC Standard Plan 113-2.	SF	15,000	\$	\$
4.	Remove and construct 4-inch thick PCC Residential driveway approach over compacted native STD. Plan 113-2.	SF	7,500	\$	\$
5.	Remove and construct 8-inch thick PCC curb and gutter per SPPWC Standard Plan 120-2 or match existing.	LF	3,200	\$	\$
6.	Remove and construct longitudinal gutter per SPPWC Standard Plan 122-2.	SF	2,300	\$	\$
7.	Cold Mill 1.5-inch existing AC Pavement.	SF	226,000	\$	\$
8.	Construct 1.5-inch AC pavement ARHM-GG-C (PG64-16).	TONS	2,100	\$	\$
9.	Adjust existing water and irrigation valve box and cover to grade.	EA	8	\$	\$
10.	Adjust existing utility valve (water and gas) to grade.	EA	28	\$	\$
11.	Adjust manhole frame and cover to grade per SPPWC Std. Plan No. 205-2.	EA	18	\$	\$
12.	Furnish and Install signing, striping and paint all house numbers within project limits.	LS	1	\$	\$
13.	Construct slurry seal.	SF	35,000	\$	\$
14.	Re-establish survey monumentation.	EA	5	\$	\$
SUBTOTAL ITEMS 1-14					\$

WATER IMPROVEMENTS					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
15.	Provide traffic control.	LS	1	\$	\$
16.	Furnish and install new 1" water service connection (City furnished meter) & meter box, including connection to the existing building water supply, potholing, pavement replacement, tunneling, removal of existing facilities, as necessary and all appurtenant work complete per San Fernando Water Construction Standard Plate No. 19 and Specifications.	EA	154	\$	\$
17.	Furnish and install new 8" diameter D.I.P. (Class 350) Water Pipeline, including potholing, connection to the existing water main, fittings, pavement replacement, tunneling, removal of existing facilities, as necessary and appurtenant complete.	LF	2,000	\$	\$
18.	Furnish and install 6" resilient wedge gate valve, fittings, removal of existing facilities, as necessary, and all appurtenant work complete.	EA	1	\$	\$
19.	Furnish and install 8" resilient wedge gate valve, fittings, removal of existing facilities, as necessary, and all appurtenant work complete.	EA	9	\$	\$
20.	Connect existing fire hydrant line to main.	EA	1	\$	\$
21.	Furnish and install 6" fire hydrant, including ductile iron bury, valves, fittings, potholing, pavement replacement, removal of existing facilities, as necessary, and all appurtenant work complete.	EA	9	\$	\$
SUBTOTAL ITEMS 15-20					\$

SEWER IMPROVEMENTS					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
22.	Provide traffic control	LS	1	\$	\$
23.	Provide pre-construction closed circuit television (CCTV) inspection.	LS	1	\$	\$
24.	Provide post-construction closed circuit television (CCTV) inspection.	LS	1	\$	\$

SEWER IMPROVEMENTS					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
25.	Provide clearing of sewer line, as necessary and appurtenant complete.	LS	1	\$	\$
26.	Furnish and install pipe sleeve for the existing 8-inch VCP sewer main, including potholing, fittings, pavement replacement, flow diversion, removal of existing facilities, as necessary and appurtenant complete.	LF	220	\$	\$
27.	Furnish and install CIPP sewer Lining for the existing 8-inch VCP sewer main, including potholing, fittings, flow diversion, removal of existing facilities, as necessary and appurtenant complete.	LF	2,300	\$	\$
SUBTOTAL ITEMS 21-26					\$
TOTAL BID AMOUNT 1-26					\$

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

List of Addendum Received:_____

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

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

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

Annual Street Resurfacing Project FY 2018-2019
 JOB NO. 7597, PLAN NO. P-726

STATE OF CALIFORNIA

)

) SS

COUNTY OF _____)

_____, being first duly sworn, deposes and
 says that he is _____

(Sole owner, partner, president, secretary, etc.)

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

Date

Bidder

Authorized Signature

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

ANNUAL STREET RESURFACING PROJECT FY 2018-2019 JOB NO. 7597, PLAN NO. P-726

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 **ANNUAL STREET RESURFACING PROJECT FY 2018-2019 JOB NO. 7597, PLAN NO. P-726**, 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: **ANNUAL STREET RESURFACING PROJECT FY 2018-2019 JOB NO. 7597, PLAN NO. P-726** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated _____, 2019.

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 ninety (90) working

CONSTRUCTION CONTRACT/AGREEMENT**Annual Street Resurfacing Project FY 2018-2019, JOB NO. 7597, PLAN NO. P-726**Page 2 of 3

days.

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 Dollars (\$1000.00) 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.

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

8. 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."

9. 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**Annual Street Resurfacing Project FY 2018-2019, JOB NO. 7597, PLAN NO. P-726**Page 3 of 3

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.

CONTRACTORBY

TitleBY

Title

CITY OF SAN FERNANDO
A Municipal Corporation

NICK KIMBALL

CITY MANAGER

ATTEST:

ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

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

PERFORMANCE BOND

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

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

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

Further, the said Surety, for value received, hereby stipulates and agrees that no change,
 extension of time, alteration or modification of the contract documents or of the work to be
 performed thereunder shall in any way affect its obligations on this bond; and it hereby
 waives notice of any and all such changes, extensions of time; and alterations or
 modifications of the contract documents and/or of the work to be performed thereunder.
 IN WITNESS WHEREOF, the above bounden parties have executed this instrument under
 their several seals the _____ day of _____, 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)

(Surety)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

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

Total amount of premium charge is \$_____.

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

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

PAYMENT (LABOR AND MATERIAL) BOND

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

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

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

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

This bond shall insure to the benefit of any and all persons named in the aforesaid Civil
Code Section 3131 so as to give a right of action to them or their assigns in any suit
brought upon the bond.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 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)

(Surety)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

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

Total amount of premium charge is \$_____.

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

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

WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal, hereinafter called Contractor, and _____, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of _____ (\$_____)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, _____ as Contractor, has by written agreement dated _____, 2019, entered into a contract with Owner for ANNUAL STREET RESURFACING PROJECT FY 2018-2019 JOB NO. 7597, PLAN NO. P-726 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)

(Title)

(Surety)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

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

Total amount of premium charge is \$ _____.

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

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

GENERAL PROVISIONS

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, AND SYMBOLS

Subsection 1-2 Definitions

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

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

SECTION 2 - SCOPE AND CONTROL OF THE WORK

Subsection 2-1 Award and Execution of the Contract

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

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

Subsection 2-4 Contract Bonds

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

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

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

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

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

Subsection 2-10 Authority of Board and Engineer

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

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

Subsection 2-11 Inspection

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

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

SECTION 3 - CHANGES IN WORK

Subsection 3-3 Extra Work

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

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.

Add the following to the provisions of Subsection 3-3.2.3, "Markup":

Work by Contractor. The following percentages shall be added to the contractor's costs and shall constitute the markup for all supervision and management (direct or indirect); home office and field overhead and all profits, which shall be deemed to include all items of expense not specifically designated as materials or tool and equipment rental as in sections 3-3.2.2, "Materials", and 3-3.2.2.3, "Tool and Equipment Rental".

Labor	20%
Materials	15%
Equipment Rental	15%
Other Items and Expenditures	15%

To the sum of the costs and markups provided for in this subsection, a maximum of one percent (1%) shall be added as compensation for bonding upon proof of actual payment to the suret(ies).

Add the following to the provisions of Subsection 3-3.2.3.2, "Work by a Subcontractor":

When all or any part of the extra work is performed by a subcontractor, the markup established in subsection 3-3.2.3 shall be applied to the subcontractor's actual cost of such work, to which a markup of 10 percent on the first \$2,000 of the subcontracted portion of the extra work and a markup of 5 percent on work in excess of \$2,000 of the subcontracted portion of the extra work may be added by the contractor.

Subsection 3-4 Changed Conditions

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

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

Subsection 3-5 Disputed Work

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

- A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of \$375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.
- B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of \$375,000 or less).

Filing and Response to Defined Claim

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

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

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

Meet and Confer Regarding Defined Claim

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

Procedures for Civil Actions Filed to Resolve Defined Claims

The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

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

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules

pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

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

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

Written Claim

If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

Limitation Period

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

Arbitration

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

SECTION 4 - CONTROL OF MATERIALS

Subsection 4-1.3 Inspection Requirements

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

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

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

SECTION 5 - UTILITIES

Subsection 5-1 Location

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

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

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

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

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

1.	Frontier Communications	800-483-1000
2.	Southern California Edison Company	800-611-1911
3.	Southern California Gas Company	800-427-2200
4.	San Fernando Water Department	818-898-1293
5.	L.A. City Municipal Services	800-342-5397
6.	L.A. Metropolitan Water Dist.	626-844-5610
7.	Spectrum Cable	818-700-6500
8.	Plains All America Pipeline	800-708-5071

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

Subsection 6-1 Construction Schedule and Commencement of Work

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

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

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

Subsection 6-6 Delays and Extensions of Time

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

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

Subsection 6-7 Time of Completion

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

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

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

Subsection 6-8 Completion and Acceptance

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

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

Subsection 6-9 Liquidated Damages

Add the following to the provisions of Subsection 6-9, "Liquidated Damages":

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of Five Hundred Dollars (\$500.00) per day for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the 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 CONTRACTOR

Subsection 7-2 Labor

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

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

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

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

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

contributions.

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

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

Subsection 7-2.2 Laws

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

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

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

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

Subsection 7-3 Liability Insurance

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

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

By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project

described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

Subsection 7-5 Permits and Registrations

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

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

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

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

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

Subsection 7-8.1 Cleanup and Dust Control

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

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

Subsection 7-9 Protection and Restoration of Existing Improvements

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

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

Subsection 7-10 Public Convenience and Safety

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

In the event that the Contractor fails to adequately provide for the public safety during the course of construction under this contract, and the City is required to provide for said public safety, the Contractor shall pay the City the cost of each service call, which will include all direct labor and material costs including fringe benefits, overhead, and applicable rental rates for the various pieces

of equipment. Any and all costs incurred by the City as a result of the failure of the Contractor to provide for the public safety will be deducted from the amount due to the Contractor for the work done under this contract.

Subsection 7-10.2 Storage of Equipment and Materials in Public Streets

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

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

Subsection 7-10.3 Street Closures, Detours, Barricades

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

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

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

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required; however, the AGENCY's personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

SECTION 9 - MEASUREMENT AND PAYMENT

Subsection 9-3 Payment

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

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

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall

release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

Subsection 9-3.2 Partial and Final Payment

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

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

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

SPECIAL PROVISIONS

PART 2

CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS

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

Fly ash shall not be used.

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.

203-11 ASPHALT-RUBBER HOT MIX (ARHM) WET PROCESS.

203-11.1 General.

The following paragraph is hereby added to the end of Subsection 203-11.1.

Contractor shall complete and submit the Reliable Contractor Declaration (CalRecycle 168) and the RAC Certification (CalRecycle 739-TRP) forms required for the Agency's CalRecycle RAC Grant, CalRecycle 168 shall be submitted by the Contractor prior to commencement of work and CalRecycle 739-TRP shall be submitted by the Contractor prior to acceptance of the project. Current versions of these forms can be downloaded at <http://www.calrecycle.ca.gov/Grants/Forms/>.

203-11.2 Materials. Contractor shall maintain a minimum quality control plans as follows:

- a) Perform sieve analysis test Caltrans Test 202 on a sample taken immediately after 300 tons of production and every 500 tons thereafter.
- b) Perform binder content test Caltrans Test 382 on a sample taken immediately after 300 tons production and every 1,000 tons thereafter.

Tests shall be performed and completed without interruption directly after samples are procured at the production plant laboratory.

Contractor shall provide the correction factor for Caltrans Test 382 for ARHM material at least 5 working days prior to paving.

A copy of test results shall be provided to the Engineer immediately upon completion of each test or upon request thereafter if Engineer is not present at time of the test. Adjustments shall be made immediately if test results indicate a need for adjustment.

203-11.2.3 Crumb Rubber Modifier (CRM).

The first paragraph of Subsection 203-11.2.3 is hereby deleted and replaced with the following:

The material shall consist of a combination of scrap tire CRM and high natural CRM meeting the requirements of this subsection. Scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffing. Whole scrap tire rubber shall be derived from scrap tires generated entirely within the State of California, and the certification of compliance shall so certify.

The high natural rubber shall be a single source material and not a blend of more than one source.

The high natural CRM and CRM rubber components shall not be pre-mixed prior to mixing with paving asphalt.

The 5th paragraph of Subsection 203-11. 2.3 is hereby deleted and replaced with the following:

The percentage of high natural CRM shall be equal to 1000 divided by the

percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40% equals 25 percent. The remainder of CRM shall be scrap tires.

The binder material must contain a minimum of 300 pounds (equivalent to 15% by weight) of tire-derived crumb rubber per ton of rubberized binder.

The maximum value for Natural Rubber Content in Table 203-11.2.3(B) is hereby deleted.

An acceptable source of natural rubber scrap is available from TRF Industries (330) 688-1583 (Bruce Bowers), though any other source of natural rubber meeting specifications is acceptable. A grinding/granulating company is BAS, Harach Sarkis (310) 429-3546, for whatever material is supplied, though any other grinding/granulating company is acceptable.

The sixth (last) paragraph of Subsection 203-11.2.3 is hereby deleted.

203-11.3 Composition and Grading.

Optimum binder content shall be based on Caltrans 367 procedure without modification using air voids of 4%. Once full compliance with specifications is established at 4% air voids, the binder content shall thereafter be increased to provide 3.5% voids to conform to the residential traffic in the project, all other factors being within specification.

Variations of percent air voids below the minimum specified will be cause to terminate paving operations until changes to conform to the specified percent air voids are demonstrated and approved by the Engineer.

The gradation ranges shown in Table 203-11.3(A), including the $\frac{3}{4}$ " sieve range added herein, shall be considered the Contract Compliance Range. The Operating Range for the $\frac{1}{2}$ " sieve shall be 94% to 99%. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside the Contract Compliance Range. If gradation test results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARHM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

ARHM shall be Class GG-C or OG-C.

203-11.4 Mixing.

The first sentence of the third paragraph of Subsection 203-11.4 is hereby deleted and replaced with the following:

The proportions of the materials, by total weight of asphalt-rubber binder, shall be 80

percent combined paving asphalt and asphalt modifier, and 20 percent CRM, except that the percentage of CRM should be reduced by 20 percent of the difference between total rubber hydrocarbon percentage in the natural CRM and the value 50 percent, but no less than 18%. (For example, for total rubber hydrocarbon in the high natural CRM of 56%, reduce the total CRM by 20% of 56% minus 50%, which equals 1% reduction, and yields the formulation 19% CRM and 81% asphalt and modifier, in lieu of 20% and 80%. Lack of proper adjustment will cause excessively long reaction times.) Complete documentation shall be provided to the Engineer to approve the formulation.

The required mixing/reaction time is hereby modified to 75 minutes minimum. The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material. Reaction shall be considered complete only after the second of two viscosity readings taken 15 minutes apart is less than the first. The Engineer's decision shall be final for determination of the minimum reaction period.

The maximum value for Haake Field Viscosity @191 degrees C (375 degrees Fahrenheit), (Centipoise) in Table 203-11.4(A) is hereby changed to 2600.

All material shall be tested for viscosity and verified as to complete reaction prior to transfer to any storage tank or use of the reaction tank for feed to the hot mix plant.

Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for a total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt Rubber Batch Log.

Each batch of binder shall be tested for viscosity after the minimum reaction time has passed and the following information shall be recorded:

1. Temperature of stored asphalt cement material at time of loading
2. Time at which the reaction tank is fully loaded
3. Tons of asphalt rubber added to the tank for the batch
4. Total asphalt rubber in the tank after loading
5. The beginning time of reaction (Fully loaded and above 375° F)
6. Binder temperature at time of sampling
7. Temperature of tested material
8. Viscosity reading
9. Time of viscosity test (All test results must be completed prior to use.)

A copy of the Asphalt Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the Engineer within 12 hours of ending production of ARHM for the day.

(A log sheet form will be provided at the preconstruction meeting.)

Construction shall be considered unauthorized until Contractor has faxed the log to the Engineer as arranged at the preconstruction meeting and has in his possession a

fax confirmation sheet with a time and date conforming to specification. Under any circumstances, Engineer must be contacted for clearance to pave.

203-11.4.1 Hand Held Viscometer Test

Modify Subsection 203-11.4.1 Test Procedure as follows:

Delete the last two sentences of Step 4 and replace with the following:

Stop stirring the binder. While the spindle is rotating, move the spindle in and out of the binder slowly three times at a location close to the edge of the container (do not disturb the central area).

Delete the first three sentences of Step 5 and replace with the following:

Determine the viscosity of the binder at 190C +/- 3C (375F+-5F) as follows. In one continuous operation, turn off the spindle rotation, remove the spindle vertically from the binder, and immediately insert the spindle back into the center of the binder. Wait 5 seconds to fill the spindle. While holding the viscometer level, turn the spindle on, watch the needle on the viscometer dial and record the maximum value obtained on the dial.

203-11.5 Equipment for Production of Asphalt-Rubber.

Add the following to Item 3) of 203-11.5:

A) Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this cannot be demonstrated, the reaction time shall be 3 hours. Once established, the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.

B) Storage Tank. After a complete reaction is verified by viscosity readings acceptable to the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant.

SPECIAL 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 five (5) diameters 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 - TREATED SOIL, SUBGRADE PREPARATION, 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.

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade.

Class C or D ARHM shall be used to patch around all frame and cover sets.

Subsections 301-1.6.1, 301-1.6.2, and 301-1.6.3 are hereby added to Section 301 of the Standard Specifications as follows:

301-1.6.1 Adjustment of Los Angeles County Flood Control District Manhole Frame and Cover Sets to Grade.

Adjustments to grade of Los Angeles County Flood Control District Manhole Frame and Cover sets do not require a District permit. However, the Contractor shall notify the Inspection Department at (818) 458-3129, 24 hours in advance of any work in the area of the manhole.

301-1.6.2 Adjustment of Los Angeles County Sanitation District Manhole Frame and Cover Sets to Grade.

Los Angeles County Sanitation District manhole frames and covers shall be set to finish grade as follows:

1. Contractor shall notify the District's Superintendent of Maintenance, (310) 638-1161 or (310) 774-7272, 48 hours prior to commencement of any work in the area of the manhole.
2. If grade over manhole is to be lowered:
 - a. Contractor shall furnish and deliver a temporary steel cover plate of thickness and size approved by the District for said manhole.
 - b. Contractor shall excavate around the manholes to a depth and distance outside of the manhole as required by the District for said manhole.
 - c. District shall remove the existing manhole frame and cover, and any interfering portion of the manhole shaft, and shall place the steel cover plate over the manhole.
 - d. Contractor shall store and protect frame and cover for later installation by the District and shall fill and/or pave over the steel plate to final grade.
 - e. Contractor shall remove paving and/or fill as necessary to permit the District to raise manhole to final grade. (Removal of paving and/or fill shall be to a minimum of 2 inches outside of the manhole if the steel plate is less than 6 inches below final grade and 12 inches outside of the manhole if the steel plate is more than 6 inches below final grade.)
 - f. District personnel shall raise manhole and set frame and cover to grade.

- g. Contractor shall place and compact the backfill and pavement as necessary to complete the work.
3. If grade over manhole is to be raised:
 - a. Contractor shall fill and/or pave directly over frame and cover to final grade.
 - b. Steps (e) through (g) of 2 above shall be followed, except that if grade is to be raised more than 2 feet, the Contractor shall excavate around the manhole shaft under step (2) to a depth and diameter as necessary, for the District to remove and reconstruct manhole shaft with required taper and as specified by the District.

301-1.6.3 Adjustment of Water Valve Box Frame and Cover.

Water valve box frame and cover within the area to be paved or graded shall be set to finish grade by the Contractor as required by the Plans and Specifications. In the case of portland cement concrete, water valve box frame and cover shall be set to finish grade by the Contractor before paving.

301-1.7 Payment. The second and third paragraphs of Subsection 301-1.7 of the Standard Specifications is hereby deleted and replaced with the following:

Full compensation for adjusting manhole to grade will be made in the price paid for adjusting manhole to grade, and no additional payment will be made therefore.

Adjustment of water valve and gas valve slip can type frame and covers to grade shall be the responsibility of the Contractor. Utility companies will be responsible for checking and ensuring that such frame and covers do slip properly, such that the Contractor can slip them to grade at time of paving. The exact number of such frames and covers may vary from the number shown on the plan, but it is the responsibility of the Contractor to survey the project. Contractor shall notify the Engineer at the earliest possible time after discovery if a frame and cover does not slip, but in no case less than 10 days prior to paving.

Payment for slipping water or gas valve covers to grade shall be included in the other item of work and no additional payment will be made thereof.

SECTION 302 - ROADWAY SURFACING

302-1 COLD MILLING ASPHALT OF EXISTING PAVEMENT

302-1.1 General. The following is hereby added to the first paragraph of Subsection 302-1.1:

Such straight edge grade along the edge of the cold plane area shall not deviate more than 1/4 inch below nor 1/8 inch above the grade specified in the Plans or Specifications.

302.1.7 Work Site Maintenance. Add the following paragraph:

Cold milling will not be considered complete until all loosened material is removed from the project site. Paving shall not commence until the day after cold milling is complete.

Cold milled streets shall be approved by the Engineer as completed for cold milling prior to paving. Sweepers used for cold mill sweeping shall not enter on streets approved as completed for cold milling.

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 Tack Coat.

Tack coat for overlay shall be Thermoplastic Polymer Modified High Performance Seal (TPMS) manufactured by Paramount Petroleum Corporation (562-531-2060), for overlay, or an approval equal. The Engineer shall approve the exact rate and number of applications.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 50° F in the shade. Whenever pavement surface temperatures exceed 120, a small test section shall be applied approximately 30 feet in length to gauge setup time for the tack to not stick to truck tires. The setup time shall be recorded. Paving, material delivery and tack coat placement must be coordinated and scheduled to provide that tack is setup before placing trucks on the tacked area. Pavement surface temperatures shall be monitored and additional test sections shall be performed to revise the paving operation as conditions change. Upon occurrence of tracking of tack coat, paving shall cease, except remaining material in the hopper shall be used, and the tack shall be allowed time to setup.

On all vertical joins 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 PG 64-10 uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be backed is below 60° F in the shade.

The TPMS shall be heated slowly to 350-425 F. At no time TPMS shall be heated above 450 F. The product shall be applied through a distributor truck equipped with a heating unit capable of raising temperature at least 3 F per hour, and shall maintain tack coat temperature at or above 350 F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying TPMS material within a +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 overlay or as otherwise directed by the Engineer.

Tack coat shall not be applied until preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the overlay as permitted by the Engineer. Tack coat shall not be left exposed overnight. Immediately in advance of placing the overlay, additional tack coat shall be applied as directed by the Engineer, to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Paving of overlay shall not proceed until the tack coat has stiffened sufficiently to not stick to truck tires.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the tack coat. Residue of tack coat material shall be removed from curb faces by sandblasting 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 paving asphalt are traced onto existing adjacent pavements, the contractor shall clean it off to the satisfaction of the Engineer or provide a slurry seal to restore the pavement at their own expense.

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.

302-5.9 Measurement and Payment.

Compensation to provide all of 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.

302-9 ASPHALT-RUBBER HOT MIX (ARHM).

302-9.1 General.

Contractor's attention is directed to Subsection 302-5.8, Manholes, for requirements for patching manholes and miscellaneous, frames and covers in ARHM pavements.

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

Power brooms used ahead of paving operations after acceptance of cold milling shall only sweep areas that are accepted as completed for cold milling. Power brooms shall not be operated more than 80 percent full of sweepings. Power brooms that have swept areas not accepted as completed for cold milling shall not enter into areas that are accepted as completed for cold milling.

302-9.2 Mixing Binder with Aggregate.

Proportioning shall be performed using an automatic batching system, and the proportioning device shall be automatic to the extent that the only manual operation required for proportioning all materials shall be a single operation of a switch or starter.

For drum plants, the system shall run fully automatic with the only input to the AC plant computer being information transmitted automatically from a Corealis mass flow meter on the line of the asphalt-rubber feed to the AC plant. All automatic shutdown features of the AC plant shall be fully functional.

302-9.4 Distribution and Spreading.

The ARHM as delivered shall be deposited directly into the hopper of the spreading and finishing machine. Truck transfer and bottom-dump truck are not allowed except as authorized by the City Engineer.

The temperature of ARHM shall be high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 240 degrees Fahrenheit.

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soybean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joints without casting material. Screed controls shall be the predominant means of controlling material at joints. In areas where paving machines cannot be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. The infrared device shall be correlated by thermometer to the actual mat temperature prior to use. The correlation difference shall be applied to all readings thereafter. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed at the end of the workday.

302-9.5 Rolling.

Initial breakdown rolling shall be vibratory. Rolling in vibratory mode shall not be performed after ARHM material temperature falls below 240 degrees F, due to disturbance of the bonds beginning to set up in the binder at lower temperatures.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates.

Once a rolling pattern is elected by Contractor, the rolling pattern shall remain consistent, unless conditions change and/or a modified rolling pattern is needed to conform to specification.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver will require notification 3 days in advance to the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.5 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

302-9.5.1 Density and Smoothness. Density and smoothness shall conform to Subsection 302-5.6.2, except the second and third paragraph of Subsection 302-5.6.2 shall not apply to ARHM.

The compaction after rolling shall be 95 percent of density obtained with the California Kneading Compactor, California Test 304 as modified and measured in conformance to this Subsection 302-9.5.1.

The field density of compacted ARHM shall be determined by:

- 1) A nuclear asphalt testing device, calibrated in conformance with California Test 375, except as modified in this Subsection 302-9.5.1, in the field designed to measure the density of pavement of the thickness being constructed; or
- 2) Core with density determined as follows:
 - a) Saw the ARHM lift of pavement from the top of the core approximately perpendicular to the axis of the core, just above any underlying pavement or as necessary to obtain a clean flat surface at the bottom of the sample.
 - b) Clean and dry the sample as described in ASTM 1188.
 - c) Perform California DOT Test 308 Method A step a.
 - d) Prior to proceeding to steps 308A b., 308A c., 308A d. and 308A e., place the core, top surface down, firmly into a flat

pan of hot liquid paraffin approximately 1/4 inches deep. Allow the sample and paraffin to cool to firm solid state and remove the sample from the pan by cutting around the perimeter. Trim the edges of paraffin parallel to the side of the sample cylinder, and weigh the cylinder to obtain:

G = Mass in grams of level sealed paraffin-treated specimen in air.

- e) Perform 308A b., 308A c., and 308A d on the sample from D) above.
- f) Complete the remainder of Test 308A, except replace the formula in 308A e. with the following: Bulk Specific Gravity

$$= \frac{A}{(D - E) - (D - G) / F}$$

In case of dispute, 1) shall be used, except Contractor may elect to use 2), but all costs for such procedures shall be borne by the Contractor to provide the full set of coring, tests and documentation in conformance with the Standard Specifications, except all test methods shall be modified as specified in these Special Provisions. Also, Contractor shall notify the Engineer at least 3 days in advance of coring operations, and immediately after core testing is complete Contractor shall deliver cores to the Agency for verification.

Nuclear test procedures, including correlation with core densities, shall be in conformance with California Test 375, except as follows:

If a test section is placed and compacted for that purpose, rolling shall be provided as follows: 1) 2 passes with a vibratory breakdown roller above 240 degrees F; and 2) 4 passes with a static roller above 200 degrees F. Core locations for correlation with cores shall be selected based on appearance of relatively tight surface texture, and the test strip shall be selected on this basis. If a test location is determined to have a significantly open texture relative to other areas within the test strip, the location shall not be used. This selection criteria is not to be considered significant to the outcome of, but only as a guideline towards obtaining samples that are relatively well compacted to yield results with minimum standard deviation. The locations shall be well clear of grade breaks and joints. One core centered on the gauge will be used instead of two at each location. Use method 2) in this Subsection 302-9.5.1 to determine density of cores. Surface voids shall not be filled with sand.

Contractor will be notified in writing at least 5 days in advance of such correlation testing and will be invited to have a nuclear gauge onsite to correlate a second gauge. If not independently calibrating at that time, Contractor shall bear the full expense of performing correlation for his nuclear gauge under the specified procedures, but shall notify the City 5 days in advance of such correlation testing, such that the City can correlate with the Contractor's gauge, if Contractor disagrees with City's test results.

TABLE 302-9.5.1A REDUCED COMPENSATION FACTORS			
Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075
94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142
94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225
93.6	0.050	92.0	0.300
93.5	0.056		

302-9.5.2 Compaction Payment Reductions. Based on laboratory tests on AC pavements revealing a highly significant loss of life span for each 1 percent reduction of compaction, and the well-known catastrophic effect of oxidation and stripping of asphalt products due to interconnected voids that develop below 95 percent compaction, and the extreme expense of removing and replacing pavement not compacted to the specified minimum, a nominal deduction of payment will be applied for under-compacted ARHM pavement. The bidder in submitting a bid fully accepts the provisions in this Subsection 302-9.5.2 and agrees that the nominal payment deduction is acceptable and reasonable for these purposes.

Payment reductions will be applied to ARHM compacted less than 95 percent of maximum density, the specified minimum, and greater than 91.9 percent of the maximum density based on nuclear testing with Part 3 Test Site Selection of California Test 375 modified as follows:

A lot will be one day's production or other lesser area of paving as determined by the Agency to be deficient in terms of compaction, and a pull will be the width between joints or edge of pavement as the lot is placed.

Test site selection will conform to California Test 375 Part 3, except the number of tests shall be the area of the lot in square feet divided by 400 and any test site within .5m of a grade break or pavement joint shall be relocated laterally towards the center of the pull to .5m from such joint or grade break.

The mathematical mean average of percent of maximum density represented by all these tests shall be calculated, except any test results outside of this mean plus two

standard deviations based on all tests, shall be rejected. The mean average shall be calculated directly from the remaining values. A compensation reduction in conformance with Table 302-9.5.1A will be applied to the contract unit price for ARHM for material within any lot determined to be below minimum relative compaction, except any lot with tests indicating compaction 91.9 percent or less shall be removed and replaced at Contractor's expense.

302-9.6 Rock Dust Blotter. Lack of uniformity of application of rock dust shall be cause to terminate paving operations. Rock dust blotter shall not be applied until intermediate rolling is complete, except as approved by the Engineer based on a fine uniform layer of rock dust, or at major intersections and access points.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, AND CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General. All concrete flatwork areas behind sidewalks, driveways and right-of-way shall be considered as walks.

Detectable warning surface (truncated domes) for curb ramps shall be Cast-in-Place System per Armor Tile Part No. ADA-C-3648 or approved equal. Color shall be yellow or City select.

303-5.9 Measurement and Payment. Add:

Payment for detectable warning surface for newly constructed curb ramp or modification of existing curb ramp approach shall be included in the unit price bid for the removal and construction of new curb ramps or modification of existing curb ramp approach per SPPWC Std. Plan No. 111-5.

Modification of existing curb ramp shall include the removal and replacement of existing PCC ramp approach including the chevron area, and installation of detectable warning surface.

SPECIAL PROVISIONS

PART 6

WATER WORK SPECIFICATIONS

PLANS AND TECHNICAL SPECIFICATIONS

The plans to be utilized in conjunction with these specifications are the approved City of San Fernando Plan No. 718.

All construction shall be done in accordance with the requirements of the American Water Works Association (AWWA) Standards, the Standard Specifications, and these Technical Provisions which include City of San Fernando Water Works Specifications and Water Works Construction Standards.

For convenience and cross-reference ease, the section numbering system used in these Technical Provisions corresponds to that used in the Standard Specifications.

Section 1-2.1 Definitions

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

City	City of San Fernando.
Superintendent	City Maintenance and Operations Manager.
Water Works Standard	City Standard Water Works Specification and/or Detail.

Section 2-5 Plans and Specification

Add the following to the provisions of Section 2-5 "Plans and Specification":

The American Water Works Association (AWWA) Standards 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 as are inconsistent with the provisions herein.

Section 2-9.3 Survey Service

The following supersedes the provisions of Section 2-9.3 "Survey Service":

Lines and grades for construction shall be the responsibility of the Contractor. All work under this contract shall be built in accordance with the lines and grades shown on the plans or specified herein. Field survey for establishing lines and grades and for the control of construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California Licensed Land Surveyor or Civil Engineer. Staking shall be performed on

all items ordinarily requiring grade and alignment at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the Owner's Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer within 24 hours of any discrepancies or design errors discovered during staking.

The Contractor is responsible for locating and tying existing survey monuments and centerline points prior to construction, reestablishing such monuments or points after construction, and filing a Corner Record with the County Surveyor.

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

Full compensation for Construction Survey and staking, including furnishing all labor, materials, tools, equipment, surveyor, supervision, and incidentals for doing all the work involved shall be included in the other items of work and no separate payment will be allowed thereof.

Payment for construction survey and staking shall be included in the other item of work

Section 3-2.2.1 Contract Unit Prices

The provisions of Section 3-2.2.1 "Contract Unit Prices" shall apply except as modified and supplemented below:

Adjustment of payments shall cover quantity increases or decreases in Major and Minor Bid Items, as further described in Section 3-2.2.1 "Contract Unit Prices."

Section 300-1.3 Removal and Disposal of Materials

The provisions of Section 300-1.3 "Removal and Disposal of Materials" shall apply except as modified and supplemented below:

Excavated and removed material shall be disposed of in a manner that adheres to all applicable federal, state, and local laws shall be the sole responsibility of the Contractor. Material removed from the site shall become the property of the Contractor and shall be disposed of outside the work site and at the expense of the Contractor.

Section 300-1.3.2(a) Bituminous Pavement

The provisions of Section 300-1.3.2(a) "Bituminous Pavement" shall apply except as modified and supplemented below:

Pavement shall be sawcut a minimum depth of six inches along the excavated edge where new improvements will join existing asphalt concrete pavement. This edge shall be preserved during intermediate operations so that a straight, firm, and unyielding edge against which new pavement may be subsequently joined and compacted. If the edge is not preserved, the Contractor shall make corrections by additional sawcutting, removing, and paving as directed by the Engineer at Contractor's expense.

DEFINITION AND PAYMENT OF BID ITEMS

The unit prices paid for the items listed in the Contractor's Proposal as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials, complete and in place, in accordance with the details shown on the plans, as specified herein, and as directed by the Engineer.

All incidental work which is neither shown on the plans nor otherwise specified, and which is necessary to complete the construction of improvements as shown on the plans and as specified herein, shall be furnished and installed as though such work were shown on the plans or specified herein, and no additional compensation will be allowed therefor.

- **Construction Safety Plan, Traffic Control, and Daily Cleanup:**

The work under this item consists of developing, submitting for approval, and carrying out a construction safety plan which shall include traffic control per WATCH, pedestrian safety, construction notification to businesses and residents, work area fencing and dust control, and daily work area cleanup as specified in the Special Provisions.

Payment for construction safety plan, traffic control, and daily cleanup shall be included in the other items of work and no additional or separate compensation will be allowed therefor.

- **Furnish and Install 8" OR 6" ID Class 350 Ductile Iron Pipe:**

Payment for furnishing and installing new 8-inch or 6-inch diameter ductile iron pipe (DIP) water main shall be paid at the contract unit price bid as shown in the bid schedule and shall include providing and installing main fittings/connections, tees, crosses and bends, abandoning and plugging the existing water main; constructing new concrete thrust blocks; performing hydrostatic testing; disinfecting water mains and service connections; potholing existing water main backfilling and compacting the excavated trench (30-inch minimum) restoration and replacement of asphalt concrete. The main installation shall be in accordance with the Standard Specifications, City of San Fernando Water Works Specifications and Construction Standards, and AWWA C-600 standards.

DUCTILE IRON PIPE

All ductile iron pipe shall be the diameter and class indicated on the plans and shall conform to AWWA C151. Pipe is to be of the push-on joint type, bituminous coated, cement mortar lined, per AWWA C104. All ductile iron pipe fittings shall conform to ANSI A21.10. Each length of pipe shall be marked with the size and class of pipe, name of manufacturer or trademark, and the date of manufacture.

FITTINGS

Flange fittings shall be ductile iron class 350. Mechanical joint (ML) fittings shall be ductile iron C153 SSB class 350 and shall conform to City of San Fernando Construction Standard.

Unless otherwise shown on the plans or as approved by the Engineer, all connections between cast iron or steel fittings and ductile iron pipe shall be made with rubber gasket joints, and all completed joints between fittings and ductile iron pipe shall meet AWWA C110 or AWWA C153.

CONCRETE THRUST BLOCKS

All thrust blocks shall be pour-in-place concrete, and shall be constructed at bends, crosses, tees, and other locations shown on the plans or as designated by the Engineer. Thrust blocks shall solidly rest against firm, undisturbed soil and shall be concrete class 520-C-2500.

CURVES AND BENDS

Changes in alignment and grade shall be by deflecting the pipe units at joints as provided herein, and pipe units shorter than standard length may be required. The maximum deflection angle between adjacent pipe units shall not exceed 5 degrees for 4-inch to 12-inch diameter pipe, 4 degrees for 12-inch to 16-inch diameter pipe, and 3 degrees for diameters greater than 16-inches.

The ends of each pipe unit shall be laid on the theoretical centerline of the pipe and to the grade shown on the drawings with the laying tolerance prescribed therein.

HYDROSTATIC TEST

Hydrostatic testing shall be performed on all newly laid and partially backfilled pipes and services in accordance to the requirement of C600, AWWA standards. All pumps used for hydrostatic testing shall be equipped with gallon or volumetric meters. New lines shall be filled with water and the pressure brought to 200 PSI +/- 5 PSI and maintained for a period of a minimum two hours. The test shall be made on all sections of the water main between valves in order that all pipe, valves, fittings, fire hydrants, connections, and water services may receive the test. If leakage occurs, the Contractor shall correct the deficiencies at his own expense.

DISINFECTION OF WATER MAINS AND SERVICES

All new water mains shall be disinfected with chlorine or hypochlorite before acceptance for domestic use. Chlorine shall be applied to the water in sufficient quantity to produce a dosage of not less than 50 ppm in all sections of the line, services and appurtenances. Treated water shall be retained in the system for a period of 24 hours minimum and shall produce not less than 10 ppm in all sections being disinfected at the end of the 24-hour period. However, the Contractor has the option to use other methods, provided it complies with the requirements of C-651, AWWA standards. Services shall be connected from corporation stops to meter stops before disinfecting and random testing by City for residual at service ends. All services shall be flushed prior to connection to residents' plumbing. See Water Works Standards regarding connection detail. The contractor shall provide bacteria samples and the City shall provide and pay bacteria testing. The Contractor and a City representative [a state certified drinking water testing laboratory] shall be present at the time and place the sample is collected. Thereafter, a state certified drinking water testing laboratory shall take custody of the water sample and perform the bacteria testing. If bacteria testing is positive (fail[s]), the laboratory fees for re- testing shall be paid by the Contractor.

EXCAVATION, REMOVAL, COMPACTION AND RESTORATION OF SURFACE

- All excavation operations and restoration of surfaces shall conform to the requirements of Section 306 of the Standard Specifications and Section 3, C-600 AWWA standards.
- The minimum trench width shall be based on 6 inches of buffer space each side of the proposed main.
 - 8 inch main requires minimum 20-inch wide trench.
 - 12 inch main requires 24-inch wide trench.
- Bedding and backfill shall be as shown on the plans, standard plans, and plan details. Native soil backfill, if used, shall be compacted to 95 % relative compaction. Sand shall be consolidated by jetting; the upper portions shall be compacted by mechanical means.

1 ½ sack cement-sand slurry is required in all intersections. Rocks and boulders 6 inches and larger shall be removed from backfill. Compaction testing shall be provided by the City upon 24-hour notification. If compaction tests fail in any specific location, one (1) re-test by the City at that location shall be provided. Compaction tests that exceed two (2) in any specific location shall be paid by the Contractor at the rate of \$100 per test.

- The joining of pipe sections shall be such as to produce watertight lines. The pipe trenches shall be kept free of water which might impair pipe joining operations. The bottom of the trench shall be carefully graded as to provide uniform support along the full length of the bottom of the pipe. Pipe trench shall conform to Type 2, AWWA C151.
- Trenches more than 5 feet deep shall be shored as set forth in the rules and regulations of the Division of Industrial Safety of the State of California and OSHA.
- Trenches through AC pavement: The pavement shall be sawcut. The pavement shall be replaced in kind as shown on Standard Drawing Plate No. 3 as follows:
 - 1) Base course B2-PG-64-10
 - 2) Surface course C2-PG-64-10
- Trenches through PCC pavement: Pavement shall be sawcut completely through, removed, and replaced with existing thickness plus one inch, but no less than 5 inches.
- Trenches through a combination of AC and PCC pavement: the contractor shall either separately sawcut and remove AC pavement and proceed to sawcut and remove PCC pavement as above described or sawcut completely through the entire pavement section. The pavement shall be replaced with AC as shown on Standard Drawing Plate No. 3.
- The Contractor shall notify the residents and/or business occupants in the project area at least 48 hours prior to performing any work that will affect parking and access to driveways. In paved streets where immediate backfill is required to provide access for the public at private driveways, the contractor shall place and maintain, until the permanent surfacing has been placed, a 2-inch road mixed surfacing. The temporary surfacing shall be placed at all locations which are not barricaded and are open to traffic.

ABANDONMENT OF EXISTING LINE

The contractor shall cut away a part of the existing pipe or cut a hole in the top of the pipe to place concrete plug(s) every 200 feet.

Payment at the price bid per linear foot shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

MATERIALS

GENERAL REQUIREMENTS

This section discusses the materials involved in water pipeline systems and associated construction activities. The materials selected have been chosen for their strength, durability, and ease of maintenance. All materials, unless specifically approved otherwise, shall be domestic manufactured, new and unused.

Where applicable, American Water Works Association (AWWA) or other standards have been referenced and it shall be the responsibility of the developer/engineer/contractor to be familiar with

those standards to insure compliance. Titles corresponding to the specific numbers are given in the reference section of the standards.

In some instances, particular manufacturers and product names have been mentioned as being approved. Other products may also have been mentioned as being approved. Other products may also meet the requirements, but must be first approved in writing by the Water Department. One factor that may be considered by the Water Department in utilizing any other products is the need for some degree of standardization.

If at any time the Water Department believes that the use of a specific product must either be halted or changed, the Water Superintendent has the authority to make the change providing the decision is based upon an engineering, performance, or maintenance evaluation.

TESTING AND FINAL ACCEPTABILITY OF MATERIAL

The Water Department shall require such tests and Certifications as deemed necessary to show that the specified materials have been employed. Notwithstanding prior factory or yard inspections, the Director of Public Works/City Engineer shall have the right to reject any damaged or defective materials found on the job which will affect the durability or performance of the installation and order its removal from the site.

MAIN LINE PIPE MATERIALS

Generally accepted pipeline materials for the City of San Fernando consist of either ductile iron pipe (DIP) or ML & C steel and copper services as described in this section.

The hydrostatic proof test for every piece of pipe shall be as follows:

<i>Class</i>	Sustained PSI
DR = 18 or Class 150	600
DR = 25 or Class 200	800

A. Ductile Iron Pipe

1. Pipe.
The pipe shall conform to AWWA C151 for both quality and strength. Each pipe shall include the letters "DI" or word "Ductile" to indicate the pipe material.
2. Joints.
These shall be of the rubber gasket push-on joint type conforming to the requirements of AWWA C111 and being of the "Tyton" type.
3. Fittings.
Flange fittings shall conform to AWWA C110. Mechanical joint and push-on (Tyton Joint) fittings shall conform to AWWA C153.

4. Lining and Coating.
Unless otherwise approved, the internal surfaces shall be lined with a uniform thickness of cement mortar and then sealed with a bituminous coating in accordance with AWWA C104.

The outside surface shall be protected with a polyethylene encasement furnished and installed in accordance with AWWA C105.

B. Steel Pipe

1. Pipe.
Steel pipe shall conform to the quality and strength requirements of AWWA C200 or as specified below. That standard pertains to electrically butt-welded straight-seam or spiral- seam pipe and to seamless pipe 6 inches (150mm) in diameter or larger. The steel shall conform to one of the following:

Table 3-1

Specification	Grade	Minimum Yield Point (PSI)
ASTM A238	Grade C	30,000
	Grade D	33,000
ASTM A570	Grade 30	30,000
	Grade 36	36,000
	Grade 40	40,000
	Grade 45	45,000

The stress in the steel pipe shall not exceed the higher of 15,000 psi or one-half the designated working pressure except that the following minimum thicknesses shall be used:

Table 3-2

Normal Inside Diameter Inches (mm)	Min. Thickness Inches	Max. Pressure* for Thickness Specified
8" (200 mm)	0.105 (12 gage)	394
10" (250 mm)	0.135 (10 gage)	405
12" (300 mm)	0.135 (10 gage)	338
14" (350 mm)	0.135 (10 gage)	289
16" (400 mm)	0.135 (10 gage)	253
18" (450 mm)	0.179 (8 gage)	298

*Assuming 15,000 psi stress and the formula below:

$$P = 2ST / D$$

where:

P = Pressure (maximum working)

S = Allowable stress (15,000 psi or one-half yield) T = Pipe wall thickness (inches)

D = Outside diameter (inches)

The gages specified above consider the thicknesses required for welding as well as that required for external loads and a corrosion allowance.

Another factor for consideration in some steel lines is earth loads. AWWA Manual M-11 and Section 2.14 of those standards should be consulted in this regard.

The pipe shall be essentially round. The outside circumference shall not vary more than (plus/minus) 1.0 percent from the nominal outside circumference based upon the diameter specified (except for the ends that are discussed below).

The pipe shall not deviate by more than 1/8 inch from a 10ft. long straight edge held against the pipe.

The pipe lengths, generally 40 feet long, shall be furnished with a tolerance of (plus/minus) 2 inches. Random lengths shall be furnished in lengths averaging 29 feet or more, with a minimum length of 20 feet.

2. Pipe Ends.

Various end treatments can be supplied as discussed in AWWA C400 and briefly listed below:

- Ends for mechanical coupled field joints - These are either plain, grooved, or banded.
- Ends for lap joints for field welding - These shall have a bell end pressed or rolled without hammering. The surfaces shall be ground smooth. Joints shall permit a lap when the joint is assembled if at least 1½ inches.
- Plain end pipe - These shall have a plain end right angle cut.
- Beveled ends for field butt welding - These, where specified, shall have a bevel that is 30 degrees (+5 degrees – 0 degrees) when measured from the pipe axis.
- Ends fitted with butt straps for field welding - The butt straps may be made in halves or as complete cylinders.
- Bell-and-spigot ends with rubber gaskets - These shall have bell ends which are made without hammering. Spigot ends shall be formed or fabricated to the

required shape to retain the gasket. The gasket shall be designed and fitted as the sole element dependent upon to make the joint watertight. The gasket shall meet the requirements of AWWA C 400.

- Plain ends fitted with flanges.

The allowable tolerance at pipe ends is discussed in AWWA C400 and summarized below.

- For bell and spigot - Clearance between O.D. of spigot and I.D. of bell shall be between 0.2 and 0.06 inches.
- For lap joint - I.D. of bell shall be 1/32 to 3/16 inches greater than O.D. of spigot.
- For plain ends (including beveled or butt straps or flanges) - O.D. within 4 inches of end shall be - 1/16 inch or +1/8 inch from specified O.D.

3. Hydrostatic tests.

Each pipe shall be tested by the manufacturer to a pressure greater than:

$$P = 2ST/D$$

Where S = 0.75 times the minimum yield strength of the steel and the other items are as discussed earlier.

4. Mortar Lining and Coating (ML & C).

Unless otherwise approved or as revised below, all steel pipe shall be mortar lined and coated in accordance with AWWA C205 which covers shop applied lining and coating. Cement shall be Type II, ASTM C150.

Mortar Lining

Cement mortar lining shall be uniform in thickness except at joints or other discontinuities. Ends of lining hold back shall be as specified for the particular type of joint.

Table 3-3

CEMENT MORTAR LINING THICKNESS

Normal Pipe Size Inche	Lining Thickness Inches	Toleranc e Inche
6" – 10"	5/16	-1/16 + 1/8
12" – 16"	3/8	-1/16 + 1/8
18"	1/2	-1/16 + 1/8

It should be noted that the City requirements for thickness exceed those of the AWWA standard. Also, it should be noted that no wire fabric reinforcement is required for any

lining of specials less than 24 inches in diameter.

Mortar Coating

Cement mortar coating shall be a reinforced coating over all outside surfaces of the pipe and specials. The coating shall be of a uniform thickness except at joints or other discontinuities in the pipe. Ends of coatings shall be left square and uniform and the coating holdback shall be as specifies for the particular type of joint.

Table 3-4

CEMENT MORTAR COATING THICKNESS

Normal Pipe Size Inche	Cement Thickness	Toleranc e Inche
6" – 10"	1/2	-0 + 1/8
12" – 16"	3/4	-0 + 1/8
18"	1	-0 + 1/8

It should be noted that the City requirements exceed those of the AWWA standard. Reinforcement for the coating of pipe section shall be one of the following as specified by the supplier:

- Spiral wire – 15 gage @ max. 1 1/4 inch spacing with wire meeting ASTM A82.
- Wire fabric – 2 x 4 steel wire mesh, 13 gage each way meeting ASTM A185.
- Ribbon mesh – 1 x 1 mesh of 18 gauge wire or 1 1/2 x 1 1/2 mesh of 17 gauge wire, all meeting ASTM A82.

Field Joints

The materials and construction methods for field joints shall be as discussed in Section 7.

5. Electrically Bonded Connections.

Two metal jumper rods are required to form an electrically bonded connection between all steel pipe joints that are not welded, except at insulation couplings called for on the plans.

The jumper rods shall be either 3/8" diameter rods or 1/4" x 1/2" bars. They shall be at least 7 inches long with an offset of 1/4 inch in the middle 3 inches. No welding shall take place in the middle 3-inch section.

6. Factory Tests and Inspection.

All materials shall be inspected and tested in a normal air-dry condition by the manufacturer prior to shipment for conformance to the stated requirements. The Water Department shall at all times have the right to inspect the work and materials

in the course of manufacture and to make or witness such tests as required in these specifications, or as deemed advisable. In lieu of the preceding, the manufacturer shall upon request submit a certificate certifying that the materials meet the requirements of this specification. All testing will be done in recognized testing laboratories within the State of California approved by the Director.

7. Welded Joints.

One of each section shall be swaged out to form a female or bell end which shall permit the male or spigot end to enter approximately one inch with a clearance of approximately 1/32 inch. The spigot end shall be "sized" to permit it to enter the bell end of the adjacent distance it is to enter the bell end.

8. Butt Strap Closures.

The butt straps shall be the same thickness as the pipe wall but not less than 10 gauge, at least 10 inches wide and rolled to fit the outside cylinder diameter, and shall be centered over the ends of the pipe sections they are to join. A standard 5-inch pipe half coupling shall be shop welded to the top section of the butt strap to permit access for mortar lining the inside of the joint. The coupling shall be sealed with a standard 5-inch plug field welded to the coupling.

MAIN LINE FITTINGS

- A. Ductile Iron Flange Fittings. These fittings shall meet the requirement of AWWA C110. All fittings shall be rated for 250 psi.

Ductile Iron Mechanical Joint and Push on Fittings. These fittings shall meet the requirement of AWWA C153. All fittings shall be rated for 350 psi.

The fitting types are as follows:

90 degree bend, 45 degree bend, 22 ½ degree bend, 11 ¼ bend

Tees & crosses, reducers, caps & plugs, connecting pieces, flanged bends, flanged tees & crosses, flanged reducers.

Ductile-iron compact fittings, per AWWA C153, are allowed.

It should be understood that care must be exercised to not mix mechanical and flange joint ends since they will not mate. Section B discusses flange requirements.

- B. Flanges, Bolts & Gaskets. They shall be flat-faced and meet the requirements of AWWA C207 and should be AWWA standard steel hub flanges, Class E (275 psi) (these flanges meet ANSI B-16.5). The flanges shall be marked with the size, name or trademark of manufacturer and with the AWWA class, i.e., "E".

Bolts and nuts shall be stainless steel type 316.

Gaskets shall be of the drop-in gasket type, 1/8" thick.

Table 3-5

Pipe Size	Bolt Hole Diameter	Bolt Dia. & Length Inche	No. of Bolts
4"	$\frac{3}{4}"$	$\frac{5}{8}" \times 3"$	8
6"	$\frac{7}{8}"$	$\frac{3}{4}" \times 3 \frac{1}{2}"$	8
8"	$\frac{7}{8}"$	$\frac{3}{4}" \times 3 \frac{1}{2}"$	8
10"	1"	$\frac{7}{8}" \times 4"$	12
12"	1"	$\frac{7}{8}" \times 4"$	12
14"	$1\text{-}\frac{1}{8}"$	$1" \times 4 \frac{1}{2}"$	12
16"	$1\text{-}\frac{1}{8}"$	$1" \times 4 \frac{1}{2}"$	16
18"	$1\text{-}\frac{1}{4}"$	$1\text{-}\frac{1}{8}" \times 5"$	16

The inherent problem with flanges is that they are rigid and do not provide flexibility. Two keys to their installation are 1) uniform tightening of the bolts, and 2) prevention of bending or torsional strains. Proper anchorage is important to meet the latter objective.

- C. Mechanical Joint Fittings. This is a bolted joint of the stuffing box type. Each joint has a bell provided with an exterior flange having bolt holes or slots, and a socket with gaskets to receive the plain end of the pipe or fitting. Instead of the standard mechanical joint accessories, a 1400 Ford/Uni-Flange wedge action retainer gland for Ductile Iron Pipe shall be used.

The mechanical joints shall meet AWWA C111. That standard covers the joint as well as gaskets and bolts.

Table 3-6

Pipe Size	No. of Bolts	Bolt Diameter & Length
4"	4	$\frac{3}{4}" \times 3 \frac{1}{2}"$
6"	6	$\frac{3}{4}" \times 3 \frac{1}{2}"$
8"	6	$\frac{3}{4}" \times 4"$
10"	8	$\frac{3}{4}" \times 4"$
12"	8	$\frac{3}{4}" \times 4"$
14"	10	$\frac{3}{4}" \times 4 \frac{1}{2}"$
16"	12	$\frac{3}{4}" \times 4 \frac{1}{2}"$
18"	12	$\frac{3}{4}" \times 4 \frac{1}{2}"$

- D. Flexible Couplings. These are designed to connect plain end pipes with a mechanical compression joint to provide a stress relieving, flexible, leak proof joint. They can be ordered in steel or cast iron pipe sizes. The couplings shall either be Ford FC2A or Romac 501.
- E. Transition Couplings. These are used to connect pipes of the same nominal size but

different materials. AC steel and PVC pipes can be connected to one another. Approved are the Ford FC2A and Romac 501.

- F. Flanged Coupling Adapters. These are used to connect plain end pipe to flanged valves, pumps, meters, etc. They eliminate the need for both a flanged spool and coupling. Generally, they are available in sizes through 12 inches. Approved are Ford FFCA cast iron, Romac FCA501 cast iron or 913 steel flanged coupling adapters.
- G. Insulating Couplings. These are used to stop the flow of electric current across the joint by means of an insulating boot. Approved are the Ford FC2A/F1B and the Romac IC501 insulating couplings.
- H. Special Steel Pipe Fittings. AWWA C208 covers special fittings such as elbows, tees, crosses, reducers, etc., and should be consulted for a specific application.

SERVICE LINE MATERIALS AND FITTINGS

The materials covered in this section include the service line pipe, corp stop and saddles as well as the valves inside the meter box. Where specific manufacturers' products are listed, it should be understood that other products that are equivalent may be used if approved in writing by the Water Superintendent. Also, see Plate Nos. 19 through 22 for typical installations. This section is written as if the minimum service line size is 1 inch.

- A. Copper Pipe. Copper pipe material is approved for all service lines from 1 inch through 2 inches. The pipe shall be Type K soft copper tubing. Solder fittings shall be soldered with solder containing no lead; instead, it shall be a blend of copper phosphorous and silver.
- B. Service Saddles. These shall be double strap type made of bronze with bronze nuts. The thread will be corporation. They shall be Ford 202B or equal.
- C. Corporation Stops. These will be bronze with corporation thread on inlet side. 2-inch corporation stops shall be of the ball valve type.

Table 3-7

Service Pipe	Corporation Stop Outlet	Corporation
1" copper	Compression	Ford FB1000-4
2" copper	Compression / Copper Tubing	Ford FB1000-7

- D. Angle Meter Stop. These shall be bronze and in the 1-inch size they shall be an angle ball meter stop with lock wing. In a 2-inch size they shall be a flanged angle meter stop. Refer to the table below.

Table 3-8

Service Line	Angle Meter	Inlet	Outlet	Type
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1" copper	Angle Ball	Compression	Meter coupling nut	Ford BA43-342W Ford BA43-444W
2" copper	Angle Ball	Compression	Flanged	Ford BFA43-777W

*For a 5/8 x 3/4" meter use a 1 x 3/4" angle meter stop and for a 1" meter use a 1" angle ball meter stop.

**For a 2" service and 1 1/2" meter, a 2" meter stop is used with a bronze adapter.

- E. Customer Hand Valve. These are to be bronze ball valves with a customer handle. The outlets are always female iron pipe threads. Refer to the table below.

Table 3-9

Meter Size	Inlet	Outlet Size	Type
5/8" x 3/4"	3/4" meter coupling nut	1"	Ford B13-432W-HB34S
1"	1" meter coupling nut	1"	Ford B13-444W-HB34S
1 1/2"	Flanged	1 1/2"	Ford B13-666W-HS4
2"	Flanged	2"	Ford BF13-777W-HS4

METER BOXES AND VALVES

The meter boxes for 5/8" x 3/4", 1", 1 1/2" and 2" meters shall be concrete with a concrete cover and rectangular concrete reading lid according to the following:

Table 3-10

Meter Size	Box (Inside)	Model Numbers
3/4"	10" x 17"	Brooks Products 37s
1"	12 1/2" x 22"	Brooks Products 38
1 1/2" or 2"	17" x 30"	Brooks Products 66s

In the above, the Brooks designation "S" refers to the concrete cover and reading lid. The same requirement applies to Quickset meter boxes.

Traffic lids are not generally approved since the meter boxes should be placed outside the traveled right-of-way, including driveways. Where no other alternative is available and the meter box will be used in the traveled right-of-way, then a steel traffic lid shall be used. Again it must be emphasized that the engineer is expected to place the meter boxes so that they are outside of driveways.

The angle meter stops and customer hand valves that are placed inside the valve box are discussed in the previous section of service lines.

The Water Department crews will install the meter. A temporary jumper of either PVC or galvanized iron pipe shall be installed pending installation of the meter.

WATER METERS

Water meter types and manufacturers shall be selected by the Water Superintendent and installation shall be by the Water Department. Section 12 herein discusses general meter types.

MAIN LINE VALVES

A. Butterfly Valves.

1. General. Butterfly valves shall be tightly closing, rubber-seated valves conforming to AWWA C504. Valves must be Class 150-B designed for tight shut-off up to 150 psi. Valve disc shall rotate 90 degrees from fully open to tightly closed position.
2. Valve body shall be cast iron with integrally cast mechanical joints, ends for the pipe or flanged ends.
3. Valve operators shall be of the manual traveling nut type. Operators shall be equipped with a 2" AWWA square operating nut. They shall be sealed and gasketed and lubricated for underground service. The operator shall be capable of withstanding an input torque of 450 ft.-lbs. at extreme operator position without damage.
4. Painting. See section 15 herein. All interior metal surfaces shall be epoxy coated.
5. Marking. The manufacturer shall show on the valve the valve size, manufacturer, class and year of manufacture.
6. Approved valves shall be Pratt Groundhog.
7. Number of turns to open or close is as follows:

Table 3-11

Valve Size	Pratt Groundhog Number of turns
6"	27
8"	27
10" & 12"	32
14" & 16"	30
18" & 20"	40

B. Gate Valves.

- Valves shall conform to AWWA C509-80, standard for resilient seated gate valves.
- Wedge shall be constructed of ductile iron, fully encapsulated in synthetic rubber except for guide and wedge nut areas.

- Wedge rubber shall be molded in place and bonded to the ductile iron portion, and shall not be mechanically attached with screws, rivets, or similar fasteners.
- Wedge shall seat against seating surfaces arranged symmetrically about the centerline of the operating stem, so that the seating is equally effective regardless of the direction of pressure unbalance across the wedge.
- All seating surfaces in body shall be inclined to the vertical at a minimum angle of 32 degrees (when stem is in a vertical position) to eliminate abrasive wear of rubber sealing surfaces.
- Stem shall be sealed by at least two O-rings; all stem seals shall be replaceable with valve wide open and while subjected to full rated pressure.
- Waterway shall be smooth and shall have no depressions or cavities in seat area where foreign material can lodge and prevent closure or sealing.
- Valve body and bonnet shall be epoxy coated, inside and out.
- Current approved valves are manufactured by American Flow Control / AFC.
- Full 10-year money back manufacturer's guarantee.

C. Plug Valves.

1. General. Plug valves are to be used where the water main pressures are expected to exceed 150 psi or where required by the Water Superintendent. They shall be pressure lubricated, venturi pattern type with flanged ends.
2. Valve operators. When located below ground, they shall be spur gear operated with watertight gear housings, lubricant pipe and road box. When located above ground or in vaults, they shall be worm gear operated. Outside locations shall include watertight gear housings.
3. Painting. See section 15 herein.
4. Marking. The manufacturer shall show the manufacturer's name or mark, the year of manufacture, valve size and the designation of working pressure.

D. Tapping Sleeves and Valves.

1. Tapping valve. These shall meet all of the requirements under resilient seated gate valves in the preceding section with the exception of items such as oversized seat rings to allow entry of the tapping machine cutter.
2. Painting and Coating. See section 15 herein.

- E. Valve Stacks and Covers. The valve stack shall be Schedule 40 PVC pipe 8-inches in diameter (See Plate 8).

The valve box cap shall be of the heavy duty, long body type. Approved is:

- Alhambra Foundry A-29608 (8 inches). The valve caps shall be painted blue.

COMBINATION AIR RELEASE ASSEMBLIES (PLATE NOS. 14 & 15)

- A. Mechanical Assembly. As discussed in Section 2.8, the combination air release assembly has both the features of an air release valve and an air and vacuum valve. Both units shall be housed in a cast iron body and all internal parts such as the float, bushings, level pins, seat and baffle shall be either stainless steel or brass as furnished by the manufacturer. All assemblies shall be rated at 300 psi maximum operating pressure.

Approved assemblies are as follows:

Size	APCO Valve No.	Height	Cla-Val Design	Crispen Model Design
1"	143C	10"	361-CAV564.3	U10
2"	143C	12"	362-CAV332.3	U20
3"	147C	15"	363-CAV332.3	U30
4"	149C	17"	364-CAV332.3	U40

*Used only where working pressure under 125 psi for 1" and 165 psi for large sizes. The inlet threads shall be iron pipe threads of the same size as the valve.

- B. Metal Housing or "Can". Shall be per Plate Nos. 14 and 15.
- C. Service Lines. Type K soft copper per Section 3.5. There shall be a corp stop at the main per Section 3.5.
- D. Ball Valves. Ford B11-777 with a female iron pipe thread on each end and tee head. E. Guard Posts. See section 17 herein.

BLOW-OFF ASSEMBLIES (Plate Nos. 12 & 13)

- A. 2-Inch Blow-Off. Reference Plate No. 12. Materials shall be as follows:
- Service Line – Type K copper Section 3.5 with a corp stop and saddle at main per section 5 herein.
 - 2" Ball Valve – Ford B41-777 with female iron pipe thread on each end and tee head PJCTS x FIP
 - Vault – The same as for a meter installation up to 1". See section 5 herein.
 - Plastic Plug - This shall protect top of ball valve.

B. 4-Inch Blow-Off. Reference Plate No. 13. Materials shall be as follows:

1. 4" Valve – Butterfly valve per section 8 herein.
2. Flanged Spool – Made of ductile iron per Section 3.4.
3. 4" Brass Nipple
4. 4" Angle Hydrant Valve – Approved is Jones J344-HP all bronze wharf hydrant with 4" iron pipe thread inlet and one 2 ½" outlet.
5. Vault – concrete box with cast iron cover. Approved are Brooks 72 PB which is 17" x 41" or Quickset W44 which is 16" x 44". Both shall have cast iron covers.
6. Guard Posts – Required where an above ground blow-off is located in undeveloped areas.

FIRE HYDRANT ASSEMBLIES (Plate No. 11)

Approved fire hydrants are the Clow Ranger, 950, 960.

- Hydrant flanges shall contain six equally spaced bolt holes of ¾ inch diameter on a 9-3/8 inch diameter.
 - All hydrants shall be permanently marked with the manufacturer's name and the year of manufacture.
 - Caps shall be metal-type.
- A. Hydrant Lateral. Thrust block sizes are covered in Plates 17 and 18. Where the fire hydrant also serves as a blow-off, the tee in the line shall be a "bottom outlet tee" specially made so that the flow will scour the bottom of the main line.
- B. Hydrant Valve. Shall be a 6-inch resilient wedge gate valve. C. Painting. See section 15 herein.
- D. Spools and Bury. As shown on Plate No. 8, a 6 x 6 flanged extension spool shall be used between the bury and fire hydrant. The spool shall be made of cast or ductile iron. It shall also be painted in accordance with that Section.

Hydrant burys shall be a 6-inch inside diameter and made of cast iron conforming to ASTM A-126. The burys shall be one piece with the top having a flange drilled with 6 holes to receive the extension spool or hydrant. The bottom shall have a 90 degree bend. In the event the hydrant lateral is PVC then the bury end shall be a push joint or mechanical joint fitting. Burys are generally available in 30", 36", 42", and 48" lengths. An approved product is "Clow Hydrant Burys."

- E. Bolts. Alloy steel break-off bolts shall be used to attach the fire hydrant to the extension spool.
- F. Bottom Outlet Tee. Where fire hydrants are at low spots in the pipeline and essentially are also performing as a blow-off, a bottom outlet tee shall be substituted for the regular tee to facilitate flushing.
- G. Mains to Fire Hydrants. Separate lines used only for fire hydrants shall be a minimum of 8 inches in diameter. Actual size to be determined by Water Superintendent.

PIPE TRENCH MATERIALS

Refer to Plate No. 3 for trench cross-section terminology.

- A. Within Pipe Zone. The pipe zone extends from the bottom of the trench to 12 inches above the top of the pipe. The material with this zone shall be a clean, well graded imported sand and shall be saturated with water for compaction. The sand sizes will be in the following ranges:

Sieve Size	Percent Passing
No. 4	100
No. 8	80 - 95
No. 200	0 - 10

- B. Above Pipe Zone. The materials shall conform to the requirements of the City's Public Works Department or the State of California Division of Highways, requirements. In the absence of stricter requirements, the material above the pipe zone shall be native material that does not contain rocks larger than 6 inches and shall be made so graded that at least 40 percent of the material passes the No. 4 sieve.
- C. Special Slurry Backfill. The Engineer may require no less than one sack cement per cubic yard trench backfill slurry above the pipe zone for pipelines laid in paved streets. However, where the new water main location is within 10 feet of a sewer main, two sack cement per cubic yard shall be used.

13. CONCRETE MATERIAL

Approved concrete material shall be based on the 28-day compressive design strength and shall be chosen according to the following chart showing its intended use:

Class	Application	28 day Compress Strength	Maximum Aggregat e Size	Slump Min. (inches)	Slump Max. (inches)
A	Walls, structures and reinforced structural encasement	3,500	1½"	3	6

B	Thrust blocks, non-reinforced pipe encasement, non-structural use	3,000	1½"	2	6
C	Pump mix for abandoning lines	1,000	3/8"	Adequate for pumping	

REINFORCING STEEL

- A. Bar Reinforcement. Shall be Grade 40 minimum deformed bars conforming to ASTM A615, accurately placed securely in position. Where bars are spliced they shall be lapped at least twenty (20) diameters or butt welded, except where otherwise shown on the plans.
- B. Mesh reinforcement. Mesh reinforcement shall conform to the requirements of ASTM A185; wire gauge and mesh dimension will be shown on the plans.

PAINTING

- A. General. All paint colors shall be as specified by the Water Superintendent. Paints shall be delivered to the job site in original, unopened cans or packages bearing the brand name and manufacturer's name. Paints specified shall be used unless specific written approval is obtained in advance to use other products.
- B. Specific Material Requirements
 1. Fire Hydrants. Use paint as called in Plate 11 or Rustoleum enamel. If hydrants are bronze, the first etch with Kopper's 40 passavator and coat with Kopper's PUG primer. The procedure is to first degrease metal surfaces with Kopper's thinner 2000. Then Kipper's 622 rust-penetrating primer or Kopper's PUG primer should be used before the finish coats. Two finish coats are required.

Combination Air Release Cans. These shall be painted as follows: Use Kopper's 30 metal conditioner (1 coat), Kopper's PUG primer (1 coat) and Hy-Lux Balboa Beige, Baja Beige #1105A or as approved for the particular installation.
 3. Cast Iron Valves, Fitting & Miscellaneous Metal (except bronze). Exterior surface to receive 2 coats of Kopper's bitumastic No. 50 (15 mil each).

In addition to the bitumastic coating, encapsulate all exterior surfaces including nut and bolts with a 10 mil layer of plastic film wrap described in "C" below.

The interior of valves with the exception of bronze and working parts (see exceptions below) shall be coated with 100 percent solids, catalytically setting epoxy which is manufactured for use in the interior of potable water systems. The fusion method of coating 100 percent solid epoxy is acceptable. The two components shall be of different colors to aid in complete mixing. The epoxy lining shall be factory applied and field applications will not be allowed.

Exceptions to the above policy for interior coating require written approval in advance of delivery to the jobsite.

Fittings shall all be cement mortar lined or epoxy lined.

4. Steel Surfaces. Use one shop coat of rust penetrating Kopper's #622 and one field coat of PUG primer. Finish coats for inside locations to be 2 coats of Kopper's Ponkote 300 (epoxy ester). Finish coats for outside locations to be 2 coats of Kopper's Glamortex #501 enamel (alkyd).

Cast iron and other bitumen coated metals located above ground and/or in vaults shall receive two coats of Kopper's Inertol Tar Stop (synthetic resin with 48 hours drying time between coats). Finish coats in pressure regulating station vaults and other inside locations except meter vaults shall be two coats of Kopper's Ponkote 300 (epoxy ester). Finish coats for outside locations shall be two coats of Kopper's Glamortex #501 enamel (alkyd).

5. Concrete and Masonry. Exterior surfaces shall receive one coat of Kopper's block sealer, or Dutch Boy block coater No. 30W01; one coat of Dutch Boy Nalprep No 019; and one coat of Dutch Boy Nalcrete, or two coats Kopper's #600 exterior (acrylic emulsion).

Exterior surfaces below ground shall receive two coats of Kopper's Bitumastic Super Service Black, 12 mils/coat, or approved equivalent.

Interior above ground surfaces shall receive one coat of Dutch Boy Masonry Vinyl Speed Primer No. 30W10 or Kopper's surfacers, and one coat of Dutch Boy Masonry Vinyl No. 32W11, or Kopper's 601 Interior.

Interior below ground surfaces, such as in pressure reducing stations and lift stations, shall receive a cementitious seal coat of Kopper's Inertol Patching compound. After at least three days, two coats of Kopper's #600 Exterior (acrylic emulsion) shall be applied.

6. Wood. Exterior locations shall receive one primer coat and two finish coats. Primer shall be one coat of Kopper's Glamortex #501 Enamel (alkyd) thinned 20%. Finish shall be two coats of Kopper's Glamortex #501 Enamel (alkyd).

Interior wood surfaces shall receive one primer coat and two finish coats. Primer shall be one coat of Kopper's #625 Undercoater. Finish coat shall be two coats of Kopper's Glamortex #501 Enamel (alkyd).

- C. Plastic Film Wrap. This wrap shall be used around all buried valves, bolted flanges and other fittings. The polyethylene film shall be of virgin polyethylene as produced from DuPont Alathon resin and shall meet the requirements of ASTM Designation D 1248 for Type 1, Class A, Grade E-1, and shall have a flow rate or nominal melt index of 0.4 g/min. maximum.

The polyethylene film shall be 6 mils in thickness. The length shall be sufficient to firmly attach the film to the pipe on either side of the valve, flange or fitting. The following minimum flat sheet widths shall be used for the specified valve sizes:

Nominal Valve or Flange Size	Minimum Flat Sheet Width
4"	24"
6"	24"
8"	24"
10"	30"
12"	36"
16"	48"
18"	48"

At the contractor's option, tubular material may be purchased and cut with one side to fold out to the required width.

Tape for securing the polyethylene wrap shall be 2 inch wide adhesive tape such as Polyken No. 900 (Polyethylene), Scotchrap No. 5 (Polyvinyl), or approved equal. The tape shall be such that the adhesive will bond securely to both metal surfaces and polyethylene film.

MARKER POSTS

In easements or where required on the plans, marker or guard posts shall be installed per the requirements of the Water Department. Where no vehicular traffic could be anticipated, the posts shall be 4" x 4" x 5' x 6" dense structural grade redwood surfaced on all four sides and chamfered on the top. They shall be set into the ground 2'-6".

Where vehicular traffic could disturb the post or where its primary function is as a guard post, the material shall be 4" diameter, standard weight galvanized steel pipe, 5'-6" in length. Set the post 2'-6" below ground in a concrete base of not less than 18" in diameter.

Unless otherwise approved, marker posts shall be painted "school bus yellow with blue top" per section 15 herein.

SPECIAL PROVISIONS

PART 7

SEWER SPECIFICATIONS

PLANS AND TECHNICAL SPECIFICATIONS

The plans to be utilized in conjunction with these specifications are the approved City of San Fernando.

All construction shall be done in accordance with the requirements of the Los Angeles County Department of Public Works Sewer Design Manual, the Standard Specifications, and these Technical Provisions which include The Cured-In-Place Pipe (CIPP) standards.

For convenience and cross-reference ease, the section numbering system used in these Technical Provisions corresponds to that used in the Standard Specifications.

Section 1-2.1 Definitions

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

City	City of San Fernando.
Superintendent	City Maintenance and Operations Manager.
CIPP	Cured-In-Place Pipe standards.

Section 2-9.3 Survey Service

The following supersedes the provisions of Section 2-9.3 "Survey Service":

Lines and grades for construction shall be the responsibility of the Contractor. All work under this contract shall be built in accordance with the lines and grades shown on the plans or specified herein. Field survey for establishing lines and grades and for the control of construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California Licensed Land Surveyor or Civil Engineer. Staking shall be performed on all items ordinarily requiring grade and alignment at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the Owner's Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer within 24 hours of any discrepancies or design errors discovered during staking.

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

Full compensation for Construction Survey and staking, including furnishing all labor, materials, tools, equipment, surveyor, supervision, and incidentals for doing all the work involved shall be included in the other items of work and no separate payment will be allowed thereof.

Payment for construction survey and staking shall be included in the other item of work

Section 3-2.2.1 Contract Unit Prices

The provisions of Section 3-2.2.1 "Contract Unit Prices" shall apply except as modified and supplemented below:

Adjustment of payments shall cover quantity increases or decreases in Major and Minor Bid Items, as further described in Section 3-2.2.1 "Contract Unit Prices."

Section 300-1.3 Removal and Disposal of Materials

The provisions of Section 300-1.3 "Removal and Disposal of Materials" shall apply except as modified and supplemented below:

Excavated and removed material shall be disposed of in a manner that adheres to all applicable federal, state, and local laws shall be the sole responsibility of the Contractor. Material removed from the site shall become the property of the Contractor and shall be disposed of outside the work site and at the expense of the Contractor.

DEFINITION AND PAYMENT OF BID ITEMS

The unit prices paid for the items listed in the Contractor's Proposal as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials, complete and in place, in accordance with the details shown on the plans, as specified herein, and as directed by the Engineer.

All incidental work which is neither shown on the plans nor otherwise specified, and which is necessary to complete the construction of improvements as shown on the plans and as specified herein, shall be furnished and installed as though such work were shown on the plans or specified herein, and no additional compensation will be allowed therefor.

- **Construction Safety Plan, Traffic Control, and Daily Cleanup:**

The work under this item consists of developing, submitting for approval, and carrying out a construction safety plan which shall include traffic control per WATCH, pedestrian safety, construction notification to businesses and residents, work area fencing and dust control, and daily work area cleanup as specified in the Special Provisions.

Payment for construction safety plan, traffic control, and daily cleanup shall be included in the other items of work and no additional or separate compensation will be allowed therefor.

SPECIFICATIONS FOR REHABILITATION OF SANITARY SEWER MAINS USING CURED-IN-PLACE PIPE (CIPP)

GENERAL

- A. These Specifications include the minimum requirements for the rehabilitation of sanitary sewer main pipelines by the installation of Cured-In-Place Pipe (CIPP) within the existing, deteriorated pipe.
- B. The rehabilitation of pipelines shall be done by the installation of a resin-impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, jointless and water-tight new pipe within a pipe.
- C. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor.
- D. Neither the CIPP system, nor its installation, shall cause adverse effects to any of the **City of San Fernando Sewer Department** (hereinafter referred to as the "CITY") processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products to the sewer system.
- E. This specification is intended to primarily address the rehabilitation of sewer mains. Related rehabilitation needs, including problems at the service lateral connection to the main, and problems with the service lateral beyond the main, will be discussed as they relate to the primary subject of this section.

SCOPE

- A. These Specifications cover all work necessary to furnish and install, the Cured-In-Place-Pipe (CIPP). The Contractor shall provide all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of sewage flows, cleaning and television inspection of sewers to be lined, liner installation, reconnection of service connections, all quality controls, provide samples for performance of required material tests, final television inspection, testing of lined pipe system and warranty work, all as specified herein.
- B. The CITY shall locate and designate all manhole access points open and accessible for the work, and shall provide rights-of-access to these locations. If street must be closed to traffic because of the orientation of the sewer, the Contractor shall be responsible for obtaining all encroachment or other permits from the governing agency.
- C. Cleaning of Sewer Lines -The Contractor, shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP, including roots and debris,

and shall be responsible for proper disposal of all material removed. Unless stated otherwise, it is assumed that "proper disposal" will be the delivery of this material to the wastewater treatment plant designated by the CITY. Any hazardous waste material encountered during this project will be considered as a changed condition.

- D. By-passing Existing Sewage Flows -The Contractor shall provide for the flow of existing mainline and service connection effluent around the section or sections of pipe designated for CIPP installation. Service connection effluent may be temporarily plugged as provided below. The Contractor shall coordinate sewer bypass and flow interruptions with the CITY at least 14 days in advance and with the property owners and businesses at least 3 business days in advance. Compensation for by-pass pumping and all associated plans and approvals shall be included in the bid for the various items of work.
- E. Public Notification -The Contractor shall make every effort to maintain sewer service usage throughout the duration of the project. In the event that a service connection will be out of service, the longest period of "no service" shall be 8 hours. Otherwise, the bypass requirements given above shall apply. The CITY shall oversee a public notification program which shall, as a minimum, require that each home or business connected to the sanitary sewer be contacted and informed of the work to be conducted, and when the sewer will be off-line.
- H. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing the CIPP. If, after the successful installation of the CIPP and the reinstatement of the sewer service lateral connections, it is determined that a problem exists at the connection of the service lateral to the main, the CITY may direct the Contractor to repair this problem. If performed by the Contractor, the cost for correcting problems with service connections shall be compensated at the unit price bid for Repair of Defective Service Lateral Connections.
- I. The Contractor shall cleanup, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property owners or tenants.

DESIGN CRITERIA

- A. The CIPP shall be designed for a life of 50 years or greater in accordance with ASTM F1216, Appendix X.1, for "fully deteriorated gravity pipe conditions". The minimum installed cured liner thickness shall be as follows:
 - 1) 8" sewer: 6.0 mm (0' to 17' deep)
7.5 mm (17' to 25' deep)
 - 2) 10" sewer: 6.0 mm (0' to 11' deep)

7.5 mm (11' to 18' deep)
9.0 mm (18' to 25' deep)

- 3) 12" sewer: 7.5 mm (0' to 12' deep)
9.0 mm (12' to 18' deep)
10.5 mm (18' to 25' deep)
- 4) Hydraulic Capacity -Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

B. REFERENCE STANDARDS:

ASTM F1216 Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

ASTM F1743 Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)

ASTM D5813 Cured-in-Place Thermosetting Resin Sewer Pipe

ASTM D790 Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials,

ASTM D2990 Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

PRODUCTS

A. CURED-IN-PLACE-PIPE LINING

- 1) CIPP lining shall be one of the following products or approved equal. The products below shall adhere to all requirements specified herein and shall be modified as necessary to meet these requirements.
 - a. Invert-A-Pipe by Improved Technologies Grout
 - b. National Liner by National EnviroTech Group, LLC
 - c. Inliner by Inliner Technologies, Inc.
 - d. Insituform by Insituform Technologies, Inc.
 - e. Diamond Lining Systems by Daystar Composites, LLC
 - f. Premier-Pipe USA by J.W.M. Environmental, Inc.
- 2) The liner shall be composed of tubing material consisting of one or more layers of flexible non-woven polyester felt, with or without other additives

such as fiberglass or other reinforcing additives. The felt tubing shall be impregnated with a thermosetting isothalic polyester resin and catalyst or vinyl ester and catalyst. The liner material and resin shall be completely compatible. The inside and/or outside layer of the tube shall be coated with an impermeable material compatible with the resin and fabric. The liner shall cure in the presence of water at the required temperature for the resin system. Steam-cure shall not be allowed.

- 3) Resin -The resin system shall be a corrosion resistant polyester or vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

B. RELATED PRODUCTS

There are a variety of products which may be used as part of the work performed at the ends of the CIPP where they penetrate manholes and where they are penetrated by service lines. These products may include cement mortar grouts, hydraulic cement, and other specialized chemical grouts for stopping infiltration. It is beyond the scope of this section to specify the particular product or material to be used in a particular application. However, only products which are specifically manufactured for use in sanitary sewer manholes are approved. Regardless of the material used, the Contractor shall be responsible for the repair of all failures during the warranty period, whether or not they are related to a product or workmanship issue.

SUBMITTALS

A. Contractors Qualifications:

- 1) The Contractor shall have a minimum of three (3) years of continuous experience installing CIPP liners in pipe of a similar size, length and configuration as contained in this project.
- 2) The Contractor's personnel shall have the following experience with the process and installation method to be used on this project:
 - a. Project Manager – Shall have a minimum of 3 years managing CIPP projects for wastewater collection systems.
 - b. Superintendent -Shall have a minimum of 2 years managing CIPP projects for wastewater collection systems.

c. The lead personnel including the superintendent, the foreman and the lead crew personnel for the CCTV inspection, resin wet-out, the CIPP liner installation, liner curing and the robotic service reconnections must have a minimum of three (3) years of total experience with the CIPP technology proposed for this project and must have demonstrated competency and experience to perform the scope of work contained in this project.

3) The name and experience of each lead individual performing work on this contract shall be submitted with the bid documents.

B. Design: Engineering design calculations, in accordance with the Appendix of ASTM F-1216, for each length of liner to be installed including the thickness of each proposed CIPP. It will be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all of the line sections. These calculations shall be performed and certified by a qualified Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications.

C. Performance Work Statement (PWS): The Contractor shall submit, to the CITY, a Performance Work Statement (PWS) at the Pre-Construction Conference, which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. The PWS shall at a minimum contain the following:

- 1) Clearly indicate that the CIPP will conform to the project requirements as outlined in these specifications.
- 2) Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-CCTV inspections, by-pass pumping, traffic control, installation procedure, method of curing, service reconnection, quality control, testing to be performed, final CCTV inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.
- 3) Contractor's description of the proposed CIPP lining technology, including a detailed plan for identifying all active service connections maintaining service during mainline installation to each home connected to the section of pipe being lined.
- 4) A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.
- 5) Proposed manufacturers technology data shall be submitted for all CIPP products and all associated technologies to be furnished. Submittals shall include information on the cured-in-place pipe intended for installation and all tools and equipment required for a complete installation. The PWS shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown. All equipment, to be furnished for the project, including proposed back-up equipment, shall be clearly described.

- 6) The Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.
- 7) A detailed description of the Contractor's proposed procedures for removal of any existing blockages in the pipeline that may be encountered during the cleaning process.
- 8) CIPP REPAIR/REPLACEMENT: Occasionally, unforeseeable problems with installation will result in the need to repair or replace a defective CIPP.
 - a. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be as recommended by the CIPP system manufacturer and shall be submitted as part of the PWS.
 - b. Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.
 - c. Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of the Contract.
 - d. Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

D. PRODUCT SUBMITTALS

- 1) Fabric Tube – including the manufacturer and description of product components.
- 2) Flexible membrane (coating) material – including recommended repair (patching) procedure if applicable.
- 3) Raw Resin Data -including the manufacturer and description of product components.
- 4) Manufacturers' shipping, storage and handling recommendations for all components of the CIPP System.
 - 5) All MSDS sheets for all materials to be furnished for the project.
 - 6) Tube wet-out & cure method including:
 - a. A complete description of the proposed wet-out procedure for the proposed technology.
 - b. The Manufacturer's recommended cure method -for each diameter and thickness of CIPP liner to be installed. The PWS shall contain a detailed curing procedure detailing the curing medium and the method of application.

- E. SAFETY: The Contractor shall submit a proposed Safety Plan to the Owner, prior to beginning any work, identifying all competent persons. The plan shall include a

description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Contractor's submitted Safety Plan.

- 1) The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the work site.
- 2) The Contractor shall perform all of the Work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces and with the equipment being utilized for pipe renewal.

EXECUTION

Prior to beginning any work, the Confirmation CCTV shall be submitted to and approved by the CITY, along with the PWS which will outline any preparatory work (reduction of protruding service connections, repair of offset joints, pipe bellies, etc) needed on a given section of sewer main.

- A. The Contractor shall perform and provide all necessary traffic control measures to complete the work and shall be required to obtain all applicable encroachment permits. Warning signs, barricades, and flagmen must be provided in accordance with the Manual on Uniform Traffic Control Devices, or other permitting requirements.
- B. The Contractor shall clean and televise each length of pipe to be lined as specified in Paragraph 6-02 E. above. Only personnel trained and certified in locating breaks, obstacles and service connections by closed circuit television shall perform the inspection. The Pipeline Assessment Certification Program (PACP) administered by the National Association of Sewer Service Companies (NASSCO) or similar program shall be considered the minimum qualification for the CCTV technician. The Contractor shall provide the CITY a copy of the pre-cleaning and post-cleaning video and suitable log in digital format for review prior to installation of the CIPP.
- C. Line Obstructions -It shall be the responsibility of the Contractor to clear the line of obstructions that will interfere with the installation and long-term performance of the CIPP.
 - 1) If pre-installation inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work (Preliminary CCTV) and will prohibit proper installation of the CIPP, the Contractor may be directed by the CITY to correct the problem(s) prior to lining by utilizing open cut repair methods. The Contractor shall be compensated for this work under a contingency pay item designated for open cut point repairs. Removal of any previously unknown obstructions shall be considered as a changed condition.

- 2) The cost of removal of obstructions that appeared on the Preliminary CCTV documentation and made available to the Contractor, prior to the bid opening, shall be compensated for on a unit price basis in accordance with the contract documents.
- D. Service Connections: The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.
- 1) The Contract Documents may require that each service connection be dye tested to determine whether the connection is live or abandoned. Such dye testing may be performed by CITY personnel as part of the Preliminary CCTV work. If performed by the Contractor, the cost for dye testing of existing service connections shall be compensated at the unit price bid in the Proposal for Dye Testing of Existing Service Connections.
 - 2) In the event the status of a service connection cannot be adequately defined, the CITY will make the final decision, prior to installation and curing of the liner, as to the status. Unless specifically directed otherwise by the CITY, all service connections should be assumed to be active and shall be reopened by the Contractor.
- E. Prior to lining the main sewer, protruding service lateral connections shall be internally cut or ground down flush with the pipe wall with a robotic cutter specifically designed for this purpose, and all required point repairs shall be completed. The internal cutter shall be capable of cutting cast iron, PVC, VCP, DIP, and Orangeburg Pipe.
- F. The Contractor shall bypass pump sewer flows around the lining work while it is being performed. Refer to SECTION 14 of this document for bypass pumping guidelines and requirements.
- G. INSTALLATION OF LINER -The CIPP Liner shall be installed and cured in the host pipe per the manufacturer's specifications as described and submitted in the PWS. CIPP installation shall be in accordance with the applicable ASTM standards with the following modification:
- 1) The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation.
 - 2) The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point
- H. Water shall be used to invert CIPP installed via ASTM F1216 or to invert the calibration hose through CIPP installed via ASTM F1743.
- 1) Air shall not be used to invert the CIPP or calibration hoses under any circumstances, unless combined with water being used with an installation vessel.
 - 2) The water inversion of the CIPP and calibration hoses shall be accomplished by using natural water pressure (head) achieved by erecting platforms or scaffolding to an elevation determined by the Contractor, or by using a CIPP installation vessel that creates water pressure.

- 3) The Contractor shall determine the necessary inversion heads (pressure) for each line segment. If an installation vessel is used, a pressure relief valve shall be installed on the vessel so that the necessary pressure/inversion heads are not exceeded at any time during the inversions.
- 4) The Contractor shall submit required inversion heads for each installation as a shop drawing without delay or claim to confidentiality or product/installation privacy.
- 5) Prior to installation and as recommended by the manufacturer remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
- 4) Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles. The manufacturer's recommended cure schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.

I. COOL DOWN

- 1) The Contractor shall cool the CIPP in accordance with the approved CIPP manufacturer's recommendations as described and outlined in the PWS.
- 2) Temperatures and curing data shall be monitored and recorded by the Contractor throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP System manufacturer's recommendations.

J. FINISH

- 1) The installed CIPP shall be continuous over the entire length of a sewer line section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and de-lamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.
- 2) Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense, in accordance with the procedures submitted under Paragraph 6-05 C. 9) above.
- 3) The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
- 4) If, after the successful installation of the CIPP and the reinstatement of the sewer service lateral connections, it is determined that a problem exists at the connection of the service lateral to the main, the CITY may direct the Contractor to repair this problem. If performed by the Contractor, the cost for correcting problems with service

connections shall be compensated at the unit price bid for Repair of Defective Service Lateral Connections.

- 5) If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacture of the CIPP system.
- 6) Compensation shall be at the actual length of cured-in-place pipe installed. The length shall be measured from center of manhole to center of manhole. The unit price per linear foot installed shall include all materials, labor, equipment and supplies necessary for the complete CIPP liner installation. Compensation for service connection sealing shall be at the unit price bid.

K. MANHOLE CONNECTIONS AND RECONNECTIONS OF EXISTING SERVICES

- 1) A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole walls in accordance with the CIPP System manufacturer's recommendations.
- 2) Reconnections of existing services shall be made after the CIPP has been installed, fully cured, and cooled down. It is the Contractor's responsibility to make sure that all active service connections are reconnected.
- 3) External reconnections are to be made with a tee fitting in accordance with CIPP System manufacturer's recommendations. Saddle connections shall be seated and sealed to the new CIPP using grout or resin compatible with the CIPP.
- 4) A CCTV camera and remote cutting tool shall be used for internal reconnections. The machined opening shall be at least 95 percent of the service connection opening and the bottom of both openings must match. The opening shall not be more than 100 percent of the service connection opening. The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris.
- 5) In the event that service reinstatements result in openings that are greater than 100 percent of the service connection opening, the Contractor shall install a CIPP type repair, sufficiently in size to completely cover the over-cut service connection. No additional compensation will be paid for the repair of over-cut service connections.
- 6) Coupons of pipe material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site. Coupons may not be allowed to pass through the system.

FINAL INSPECTION AND REPORTS

- A. Following installation of the CIPP and reinstating all active service lateral connections, and completion of all manhole rehabilitation (including vacuum testing, see Section 12 of

this Document), the Contractor shall conduct a final, Post-Rehabilitation CCTV inspection of the completed work. No cleaning equipment shall be in the sewers during the Post-rehabilitation CCTV inspections. There shall be no water flowing in the pipe, so that the entire CIPP can be seen.

- B. Installation Reports shall be generated for each segment of liner installed, and shall be submitted along with the Post-Rehabilitation CCTV video.
- C. The Installation Report shall document the installation including manhole numbers, street names/sewer location, project number, date, time, temperature, curing temperature, curing time, liner thickness, etc. A sample report shall be submitted to the CITY for approval prior to installing any lining.

WARRANTY

- A. The materials used for the project shall be certified by the manufacturer for the specified purpose. The manufacturer shall warrant the liner and all supplied materials to be free from defects in raw materials for one (1) year from the date of installation and acceptance by the CITY.
- B. The Contractor shall warrant the liner installation for a period of one (1) year. During the Contractor warranty period, any defect which may materially affect the integrity, strength, function and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures included in Paragraph 6-05 C. 9) above.
- C. After a pipe section has been lined and for a period of time up to one (1) year following completion of the project, the CITY may inspect all or portions of the lined system. The specific locations will be selected at random by the Owner and will include all sizes of CIPP from this project. If it is found that any of the CIPP has developed abnormalities since the time of " Post-Rehabilitation CCTV Inspection," the abnormalities shall be repaired and/or replaced as defined in Paragraph 6-05 C. 9). If, after inspection of a portion of the lined system under the contract, problems are found, the Owner may televise all the CIPP installed on the contract. All verified defects shall be repaired and/or replaced by the Contractor and shall be performed in accordance with Paragraph 6-05 C. 9) above and per the original specifications, all at no additional cost to the CITY.

PAYMENT

Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments will be made monthly based on the work performed during that period.

CLEANING AND CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF SEWER PIPE

GENERAL

WORK INCLUDED

- A. This section covers the initial and final cleaning, and the initial and final closed circuit TV (video) inspection of sewer pipelines. The word "clean" in this section is defined as the removal of all accumulations including sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material in the pipe.
- B. Supplying all labor, materials, equipment and apparatus not specifically mentioned herewith or noted on the plans, but which are incidental and necessary to complete the work specified.

APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification:
- B. Standard Specifications for Public Works Construction latest Edition, (refer as the Green Book herein) Section 500-1.1.4 - Cleaning and Preliminary Inspection.
- C. Standard Specifications for Public Works Construction latest Edition (refer as the Green Book herein) Section 500-1.1.5 - Television Inspection.

JOB CONDITIONS

- A. The Contractor shall conduct operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians and to adjacent property owners or tenants.

SUBMITTALS

- A. The Contractor shall submit a plan for bypassing sewage around the work area and facilities where sewage flows must be interrupted to carry the work. The plan shall be reviewed by the engineer and shall be acknowledged as acceptable before any work is started.
- B. For each of the initial and final inspection, Contractor shall submit to a compact disc containing all the videos with audio of all sewer reaches inspected, images, and inspection reports. Work will not be considered complete until the following items have been received and approved by the City.
 - 1. Initial and final video inspection shall be in digital format. At the beginning of the inspection, the information of the inspection shall be displayed in the following PACP format:

- A. Surveyed by
- B. Street
- C. Locations Code
- D. Direction of inspection
- E. Pipe material
- F. Pipe diameter
- G. Length of reach to be televised
- H. Manhole number from which the camera is traveling
- I. Manhole number to which the camera is traveling
- J. Pipe ID
- K. Inspection Time/Date

In addition, each recording shall continuously display the following information:

- A. City
 - B. Number of the manhole from which the camera is traveling
 - C. Number of the manhole to which the camera is traveling
 - D. Direction of flow (indicated by arrow)
 - E. Date of recording
 - F. Pipe diameter
 - G. Pipe material
 - H. Footage
2. The video shall be labeled with the Contractor's name, date televised, street name, identification of the sewer reach(es) inspected, and run number. The audio portion of the CCTV inspection shall be in English and intelligible in its entirety. If the CCTV inspection are of such poor quality that the Engineer is unable to evaluate the condition of the sewer, locate sewer service connections, or verify cleaning, the Contractor shall re-televiser the sanitary sewer and provide a new CCTV inspection of good quality at no cost to the City. No payment will be made for CCTV inspection that does not meet the requirements of these specifications.

PRODUCT - NOT APPLICABLE

EXECUTION

INITIAL AND FINAL CLEANING OF SEWER PIPE

- A. The Contractor shall clean sewer pipe of any obstruction and debris including roots in accordance with the "Standard Specifications for Public Works Construction latest Edition," (refer as the Green Book herein) Section 500-1.1.4 - Cleaning and Preliminary Inspection - and the following additions and added subsections.
- B. Add the following to paragraph (b) of Section 500-1.1.4 of the Green Book to read:

High velocity hydrocleaning equipment shall have the following:

- 1. A minimum of 700 feet of high pressure hose.

2. A 1,000-gallon minimum water tank, auxiliary engines and pumps, and a hydraulically driven hose reel.
3. Equipment operating controls located above ground.
4. Minimum working pressure of 1,000 pounds per square inch at a 50 gpm rate.

C. Add the following subsections to Section 500-1.1.4 of the Green Book to read:

1. Cleaning Precautions

During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force, or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. Care shall be exercised to avoid pipe damage.

2. Root Removal

Videotapes and TV log of existing sewers, if available, will be provided upon request for general guidance only. The Contractor is responsible for all interpretations made from these logs. The omission of noting on the Drawings of the existence of roots within a sewer line shall not relieve the Contractor of the responsibility of removal of roots as part on the cleaning of the sewer at bid cost. Roots shall be removed where shown on Video Tape or revealed by the Contractor's television inspection. Special attention shall be used during the cleaning operations to assure removal of roots from the joints. Procedures may include the use of mechanical equipment such as rodding machines and bucket machines using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment shall not be used by the Contractor.

3. Material Removal

All sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

4. Material Disposal

All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of at a suitable sanitary landfill site as defined by the Titles 22 and 23 of the California Administrative Code. All Materials shall be removed from the site no less often than at the end of each workday. Under no circumstances will the Contractor be allowed to accumulate debris, etc., on the site of work beyond a

single workday, except in totally enclosed containers and as approved by the Engineer.

5. Sewer Flow Control

a. General

When depth of flow in the pipe upstream of the manhole section being worked is above the maximum allowable for television inspection, joint testing and/or sealing; or when necessary to accomplish the specified sewer line replacement; the flow shall be reduced to the required level by plugging or blocking of the flow, and by pumping the flow around the section being worked.

Depth of flow shall not exceed that shown below for the respective pipe sizes as measured in the manhole when performing television inspection, joint testing and/or sealing.

Maximum Depth of Flow in Inches

Pipe Sizes in Inches	Television Inspection	Joint Testing / Sealing
6	1.20	1.50
8	1.60	2.00
10	2.00	2.50
12	3.00	3.00
15	3.75	4.50
18	4.50	5.40
21	5.25	6.30
24	6.00	7.20
27	8.10	9.45
30	9.00	10.50
33 and up	30% of Pipe Diameter	35% of Pipe Diameter

Amount of the flow allowed in sewer line shall be in accordance with the manufacturer's recommendations and as approved by the Engineer.

Plugging, Blocking, and Pumping

When sewer flow control is required, the Contractor shall furnish, install, and operate pumps, plugs, conduits, and other equipment to divert the flow of sewage around the pipeline reach in which work is to be performed. The plug shall be provided with a tag line. The pumping system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum. Standby pumps shall be provided as required. Pumping shall be done by the Contractor in such manner as will not damage public or private property or create a nuisance or health menace. The pumped

sewage shall be in an enclosed hose or pipe and shall be reinserted into the sanitary sewer system. Sewage shall not be allowed to free flow in gutters, streets or over sidewalks, etc. Nor shall any sewage be allowed to flow into the storm inlets or conduits. After the work has been completed, flow shall be restored to normal.

D. Additional Requirement for Final Cleaning of Sewer Pipe:

The Project is ready for cleaning when the following work has been completed:

- a. All sewer mains and laterals are rehabilitated/installed, backfilled, and compacted.
- b. All structures are in place, all channeling is complete, and pipelines are accessible from structures.
- c. All other underground facilities, utility piping, and conduits are installed.
- d. Placement of aggregate base has been completed.
- e. Final air test has been completed.

Acceptance of the cleaning shall be based upon the subsequent video inspection of the line.

INITIAL AND FINAL CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF SEWER LINE

- A.** Prior to rehabilitation of each sewer section, the Contractor shall be required to conduct a manhole to manhole Closed Circuit Television (CCTV) survey of the lines to determine the general condition of the sewer, to determine defective pipe sections for point repairs, to log the location of all house laterals and to verify location of active house laterals.
- B.** The Contractor will abide by the requirements of the "Standard Specifications for Public Works Construction latest Edition," (refer as the Green Book herein) Section 500-1.1.5- Television Inspection - and the following additions and added subsections.
- C.** Add the following to Section 500-1.1.5 of the Green Book to read:
 1. When sewer line depth of flow at the upstream manhole of the section being televised is above the maximum allowable for television inspection, the Contractor shall reduce the flow in accordance with Subsection 500 - 1.1.4 of the Sewer Line Cleaning Specification above to permit proceeding with the television inspection.
 2. Television inspection shall be done one sewer section at a time. The section being inspected shall be isolated from the remainder of the sewer

with upstream sewage flow by-passed. The camera shall be moved through the sewer section in either direction at a uniformly slow rate of means of power cable winches at each manhole, stopping at each defect to allow adequate evaluation

3. Should the camera get stuck in the sewer, the Contractor shall be responsible for all costs involved in extracting it. Costs related to difficulties encountered during internal television inspection are incidental to the Contract and claims, therefore, will not be considered.

D. Add the following subsections to Section 500-1.1.5 of the Green Book to read:

1. Initial CCTV Inspection

- a. The Contractor is required to clean the sewers and manholes per Section 500-1.1.4 and television inspect all proposed rehabilitative pipes shown on plans.
- b. No construction work shall be started on a particular sewer unless the Engineer has had five working days to review the inspection documentation for the sewer. The method of rehabilitation/replacement of each sewer will be re-evaluated by the Engineer on the basis of the television inspection information furnished by the Contractor and the replacement/rehabilitation method will be changed if it is determined necessary or advisable. Such changes in the method replacement/rehabilitation shall not be considered substantial changes in the character of the work.
- c. As directed by the Engineer and at locations where CCTV inspection or pipe installation work is hampered by an obstruction which cannot be removed by conventional sewer cleaning equipment or by other approved internal means, spot excavations shall be performed to expose and remove the obstruction. Spot excavations shall be performed as specified elsewhere in this contract document.

E. Additional Requirement for performing Closed Circuit Television (CCTV) inspection of sewer line.

1. Contractor shall take at least one picture of all mid-to-major defects in pipe that will be in JPEG format. Each JPEG file will be named in accordance with the line and footage. One photograph shall also be taken of each lateral connection looking up into the lateral.
2. Contractor shall setup at the upstream manhole whenever possible to video inspect with the flow. The camera will move at a uniform rate at a speed no greater than 30 feet per minute. Distance of the line will be measured and recorded from the center of manhole to the center of the next manhole. The

distance will be accurate within 2 feet of every 1000 linear feet inspected. If more than one manhole reach is inspected in a single run, the footage counter shall be reset to zero at the center of all intermediate manholes. The camera shall pause for a sufficient amount of time to adequately document and provide accurate distance measurements of all defects in pipe and the connections observed in the line. The camera shall rotate and look directly at each defect and look into each connection to thoroughly document the conditions and determine if the lateral is in service.

Contractor shall capture photos of any moderate and above damages or abnormal conditions.

3. The recording shall include an audio portion describing the condition of the lines with the video image. The audio portion will be sufficiently free of background noise to produce an oral report that clear and easily discernible. At the beginning of each inspection run, the audio shall identify Contractor's name, the crew member, date, time, street location, name of line, pipe size, pipe material, direction of inspection, and the pipe numbers at the beginning and end of the reach. The audio shall note during the inspection the location and condition of the pipe defects, including all cracks, breaks, cracked or misaligned joints, root intrusion, infiltration, missing pieces of pipe, corrosion, deposits, obstructions, and any other items which reflect the condition of the sewer line. The audio shall also note the location of the connections, and whether the connection is in service. All observations shall be included on the inspection report.
4. Continuous digital recordings of the inspection view as it appears on the monitor shall be stored. A digital recording will be made of the entire inspection. The video will be recorded in MPEG 4 unless prior arrangements are made between the City and Contractor.
5. In case the camera cannot pass from upstream to downstream, a reverse setup shall be attempted. In case of this type of setup, a separate MPEG file will be stored. Once all inspections are complete, Contractor shall give the City of San Fernando a hard drive that details all of the captured information.

F. Additional Requirement for Final CCTV Inspection of sewer line:

The project is ready for final video inspection when pipelines and structures have been cleaned a maximum of thirty (30) minutes before the inspection is to take place.

The following observations from television inspections shall be considered defects in the construction of new sewer pipelines and shall require correction prior to project completion:

- a. Sags greater than fifteen percent (15%) of the inside pipe diameter.
- b. Open or offset joints.

- c. Cracked or damaged pipe.
 - d. Out of round pipe.
 - e. Joint infiltration.
 - f. Debris or other foreign objects.
 - g. Other obvious deficiencies.
- G.** Traffic Control requirement in performing Closed Circuit TV (CCTV) inspection.
1. CONTRACTOR shall adhere to the WATCH Manual for traffic control. All Contractor's trucks shall have an arrow board and beacons as well as a full set of cones, candle sticks, and "Men at Work" signs and tripods that shall be used to provide safety for both employees and the general public.

POINT REPAIR

GENERAL

WORK INCLUDED

- A.** Point repairs (spot repairs) are work required to prepare defective sections of existing sewer lines for rehabilitation. Excavation from the surface is required to accomplish the necessary repairs. Generally, the work will require repair of existing sags, offset joints, cracks, protruding laterals, removal and replacement of short sections of damaged pipe, and any other defects deemed necessary after the initial and/or final video inspection.
- B.** Flow control, if required to accomplish the repair, shall be performed as described in Section 02732, Part 3, Subsection 3.01, Paragraph C.5.
- C.** The CONTRACTOR shall repair the point repairs after determining that it is necessary and approved by the Engineer. The work shall include verifying the location of the point repair, locating all interfering utilities, temporary flow bypassing, excavation, shoring, dewatering, pipe repairs or replacement, backfilling, and surface restoration.
- D.** All point repairs discovered through subsequent investigations, and/or directed by the Engineer, shall be completed prior to rehabilitating the pipe by grouting or lining or other method of repair. The exact location of the point repairs will be determined by the Contractor and approved by the Engineer after the pipe is exposed. All work to expose and correct the defects, and the materials and methods used shall conform to the applicable specifications, including excavation and backfill, surface restorations, pipe installation, and sewer flow control.
- E.** All point repairs shall be visually inspected and measured by the Engineer prior to backfilling.
- F.** Supplying all labor, materials, equipment and apparatus not specifically mentioned herewith or noted on the plans, but which are incidental and necessary to complete the work specified.

JOB CONDITIONS

- A.** The Contractor shall conduct operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians and to adjacent property owners or tenants.

SUBMITTALS

A. The Contractor shall submit to the Engineer for approval, a detailed plan including the location, method, and lineal footage or each location of spot repairs prior to the actual work.

B. The Contractor shall submit a plan for bypassing sewage around the work area and facilities where sewage flows must be interrupted to carry the work. The plan shall be reviewed by the engineer and shall be acknowledged as acceptable before any work is started.

PRODUCT - NOT APPLICABLE

EXECUTION

Notification

- A.** The Contractor shall notify the Engineer not less than 48 hours in advance of the time he plans to begin repair work at a particular location within the project.
- B.** After the point repair is located and exposed, the Engineer will inspect the damaged pipe and confirm the required repair and methods proposed by the Contractor.

Repair Methods

- A.** One or a combination of the following methods could be used. Method selected from below or recommended by the Contractor, shall be subject to approval by the Engineer prior to its installation.
1. Repair Clamp: Install full circle repair clamps as recommended by the manufacturer and approved by the Engineer. All metallic hardware shall be 316 stainless steel.
 2. Heat-Shrink Sleeve: Install in accordance with manufacturer's recommendations.
 3. Remove and Replace Pipe and Fittings: Remove defective pipe or fittings to the nearest joint or by cutting perpendicular to the pipe axis to leave a plain end. Prepare a replacement section of like pipe material or as otherwise approved by the Engineer or shown on the drawings. Make connections using standard joints, repair clamps, couplings, or heat-shrink sleeves.

Backfill

1. Backfill, including pipe bedding, shall be placed and compacted as specified in Section 217, "Bedding and Backfill", of the Standard Specifications for Public Works Construction, latest version.

2. Flow shall be returned into the repaired section prior to placement of backfill.
3. The Contractor shall correct any settlement of backfill which may occur within the guaranty period at no cost to the Agency.

WARRANTY

GENERAL WARRANTY FOR ONE YEAR AFTER COMPLETION:

- 1) For a period of at least one year after the Sanitary Sewer CITY's final inspection, the Contractor shall warrant the fitness and soundness of all work done and materials and equipment put in place under the contract and neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified.
- 2) A second CITY inspection will be conducted 10 months after the date of acceptance of the project or the date of the Final Construction Approval if applicable. The Owner or Contractor will be notified of observed defects after the "10-month" inspection is conducted. The Contractor will correct any defects prior to the expiration of the one-year warranty.
- 3) If in fulfilling the requirements of the contract or of any guarantee embraced therein or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Engineer, and shall guarantee such restored work to the same extent as it was guaranteed under such other contract.
- 4) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his Surety shall be liable for all expenses incurred.
- 5) All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

MAINTENANCE

In addition to the guarantee stipulated in the Contract, each Contractor shall fully maintain all work performed under his contract for sixty (60) days after final completion and acceptance of the work. The retained percentage of contract payments shall not be due until after the 60 days maintenance period, except that the Owner may at his discretion release such retainer earlier.

SPECIAL PROVISIONS

PART 8

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2010 Caltrans Standard Plans, and Standard Specifications, Section 56, "Signs," Section 84, "Traffic Stripes and Pavement Markings," and Section 85, "Pavement Markers," unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 56 - SIGNS

56-4 ROADSIDE SIGNS

56-4.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be a 2-inch square, galvanized steel "Quick Punch" post. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

Marker and delineators shall conform to the provision in Section 82, "Markers and Delineators."

56-4.04 Payment. Payment for signing shall be included in the bid price for signing and striping, and no additional compensation will be allowed therefor.

SECTION 84 - TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-1 GENERAL

84-1.02 Materials. Traffic stripes, pavement markings, crosswalks, and arrows shall be thermoplastic unless otherwise shown on the Plans. Curb markings shall be paint, 2 coats. Contractor shall repaint all curb markings within the project limits.

84-1.03A Tolerances and Appearance. The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than 1/2-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by wet sandblasting per Section 15-2.02C, "Remove Traffic Stripes and Pavement Markings," and Section 15-2.02D, "Remove Pavement Markers," of the State Standard Specifications.

84-2 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials. Traffic striping shall be thermoplastic including crosswalks, arrows and other pavement legends.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 85, "Pavement Markers." Epoxy shall be the Rapid Set type.

84-2.04 Payment. Payment for striping details, pavement markings, and curb marking shall be included in the price bid for signing and striping, and no additional compensation will be allowed.

84-3 PAINTED TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-3.02 Materials. Paint for curb markings shall be ready-mixed rapid dry type.

84-3.03 Construction. Paint shall be applied in two coats.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

84-3.07 Payment. Payment for striping details, pavement markings, and curb marking and repainting existing painted curb shall be included in the price bid for signing and striping, and no additional compensation will be allowed.

SECTION 85 – PAVEMENT MARKERS

85-1.03C Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 15-2.02D, "Remove Pavement Markers."

85-1.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

TECHNICAL SPECIFICATIONS

1.1 GENERAL REQUIREMENTS

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

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

1.2 SCOPE OF WORK

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

**ANNUAL STREET RESURFACING PROJECT
FISCAL YEAR 2018-2019
JOB NO. 7597, PLAN NO. P-726**

in accordance with the improvement Plans and Specifications prepared therefore by the City of San Fernando.

A. GENERAL NATURE OF WORK

The project consists of roadway resurfacing and concrete replacement. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; construction of ARHM overlay; adjustment to grade of water valve and manhole frame and cover; installation of traffic striping, signage and pavement marking including painting of house numbers; and miscellaneous appurtenant work.

B. PRE-CONSTRUCTION MEETING AND MISCELLANEOUS REQUIREMENTS

Prior to commencing work, there will be a pre-construction meeting to be attended by the Engineer, Inspector, Street Superintendent, and Contractor, and at which time the Contractor shall be informed of specific construction and administrative procedures. The Contractor shall submit a detailed construction schedule, traffic control plan, and materials specifications proposed for use on the project during this meeting.

The Contractor shall secure approval of the traffic control plan prior to beginning any work.

C. SWPPP BEST MANAGEMENT PRACTICES (BMPs)

General

The City of San Fernando is a co-permittee with 85 other cities in Los Angeles County under the National Pollutant Discharge Elimination System (NPDES) General Permit Number CA0061654 (CI 6948) issued by the Los Angeles Regional Water Quality Control Board. This section of the specifications contains recommended practices, called Storm Water Pollution Prevention (SWPP)

BMP. All contractors for the City of San Fernando must follow these practices.

Best Management Practices

Measures to retain all sediments, construction-related wastes, spills, and residues on the construction site and keep them from entering any storm drains that lead, untreated, to the ocean must be employed. These measures are required to comply with federally mandated NPDES policy.

As a minimum requirement under the permit, a list of BMPs must be utilized which include sediment control, site management and material and waste management. BMPs, however, will differ from one project to the next. It is our best opinion that the BMPs in **bold** highlight in the following table will apply to this project. These BMPs are included in the following pages.

Detailed Best Management Practices

1. Dewatering Operations.....	4-3
2. Paving Operations.....	4-5
3. Material Delivery and Storage	4-9
4. Hazardous Waste Management	4-17
5. Contaminated Soil Management	4-19
6. Concrete Waste Management.....	4-21
7. Seeding and Planting.....	5-10
8. Mulching	5-16
9. Geotextiles and Mats	5-19
10. Dust Controls	5-25
11. Construction Road Stabilization	5-35
12. Stabilized Construction Entrance.....	5-37
13. Sand Bag Barrier.....	5-71
14. Storm Drain Inlet Protection.....	5-79
15. Sediment Trap.....	5-87
16. Sediment Basin.....	5-90

(1) All of the Best Management Practices are taken from the California Storm Water Best Management Practice Handbooks.

1.3 SPECIFICATIONS AND APPENDICES

- 1.3.1 Improvement plans, which form a part of the Contract Documents, are included separately from these specifications.
- 1.3.2 Specifications which form a part of the Contract Documents consist of sections listed in the Table of Contents of these specifications.
- 1.3.3 Qualification of Standard Specifications: Wherever references are made in the Specifications to Standard Specifications or methods, reference shall be made to the Standard Specifications for Public Works Construction, 2018 Edition, as amended.

1.4 COORDINATION

The Contractors shall coordinate the work of the various trades and crafts to avoid possible interferences, duplication of work, or unfinished gaps and conflicts between operations. The

various trades and crafts shall agree that, due to field conditions, minor departures from the improvement plans are bound to occur, and that such departures are self compensating so far as cost of additions or deductions are concerned. No claims for extras or time extensions will be allowed in connection with such minor changes due solely to field conditions.

1.5 CONSTRUCTION FORCE

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

1.6 BID ITEM DESCRIPTIONS

STREET IMPROVEMENTS

BID ITEM NO. 1 – PROVIDE TRAFFIC CONTROL.

Traffic control shall conform to provisions set forth by the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Manual. Traffic control plan shall be signed and stamped by a Registered Traffic Engineer and shall be provided to the City at least ten (10) days before work commences.

Payment for BID ITEM NO. 1 – PROVIDE TRAFFIC CONTROL shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 2 – CONSTRUCT PCC ACCESS RAMP WITH CAST-IN-PLACE TRUNCATED DOMES.

Remove existing and construct PCC Access Ramp shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 111-2, and the Plans. Concrete shall be Class 520-C-2500. Truncated dome (detectable/tactile warning surface truncated domes) shall be yellow and manufactured by Armor-Tile or equivalent and cast-in-place.

Payment for BID ITEM NO. 2 – CONSTRUCT PCC ACCESS RAMP WITH CAST-IN-PLACE TRUNCATED DOME shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted including curb and gutter and one (1) foot wide pavement cut.

BID ITEM NO. 3 – REMOVE AND CONSTRUCT 4" PCC SIDEWALK.

PCC sidewalk or residential driveway portion shall conform to the provisions of Section 303-5 of the Standard Specifications. PCC sidewalk shall be removed and reconstructed in accordance with SPPWC Standard Plan 113-1, and to the dimensions given on the typical section of the Plans. All removals shall be to the nearest existing score lines. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 3 – REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, removal and disposal, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 4 – REMOVE AND REPLACE 4-INCH THICK PCC RESIDENTIAL DRIVEWAY APPROACH.

Removal of existing drive approach and replacing with 6" thick PCC drive approach shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 110-2, the Plans and these Specifications.

Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 4 – REMOVE AND REPLACE 4-INCH THICK PCC RESIDENTIAL DRIVEWAY APPROACH shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide AC pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

BID ITEM NO. 5 – REMOVE AND REPLACE PCC CURB AND GUTTER.

Removal of existing curb and gutter and replacing with PCC curb and gutter, shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 120-2, Type A2-8, and the Plans. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 5 – REMOVE AND REPLACE CURB AND GUTTER shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide AC pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

BID ITEM NO. 6 – REMOVE AND CONSTRUCT LONGITUDINAL GUTTER.

Removal of existing longitudinal gutter and replacing with PCC longitudinal gutter shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 122-2, the Plans and these Specifications.

Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 6 – REMOVE AND CONSTRUCT LONGITUDINAL GUTTER shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide AC pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

BID ITEM NO. 7 – COLD MILL 1.5" DEPTH AC PAVEMENT.

Cold milling shall conform to the provisions of Section 302-5.2 of the Standard Specifications and shall be performed at locations and to depths indicated on the Plans. Cold milling shall be from outer edge of gutter to outer edge of gutter and shall extend from curb-return to curb-return of the designated areas. Transverse joint lines at the curb returns shall be sawcut as specified in Subsection 300-1.3.2 of the Standard Specifications.

Existing AC on top of existing PCC gutter shall be removed and disposed of and no additional compensation will be made therefore.

All materials to be removed as indicated on the Plans shall be disposed of outside of right-of-way as specified in Subsections 300-1.3.1 of the Standard Specifications.

Payment for BID ITEM NO. 7 – COLD MILL 1.5" DEPTH AC PAVEMENT shall be at the contract bid item price per square foot (SF) from outer edge of gutter to outer edge of gutter and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 8 – CONSTRUCT 1.5" ARHM OVERLAY.

The work under this item consists of placing Asphalt Rubber Hot-Mix (ARHM) as shown on the Plans in accordance with the provisions of Section 302, "Asphalt Concrete Pavement," of the Standard Specifications.

Prior to placement of ARHM, the Contractor shall seal all cracks 3/8 inch and larger. Cracks shall be cleaned out with power router type equipment. The routed cracks shall then be filled with a latex emulsified asphalt sealant.

Paving shall be spread with a self-propelled mechanical spreading and finishing machine equipped with an automatic screed control 30 feet minimum in length.

Where asphalt concrete pavement is being constructed directly upon or against an existing hard pavement surface, or vertical asphalt concrete, or Portland Cement Concrete surface, a binder consisting of asphalt emulsion SS-1H diluted 50 percent with water shall be applied at a rate of 0.10 gallon per square yard. The Contractor shall furnish water for the rolling operation.

Payment for BID ITEM NO. 8 – CONSTRUCT 1.5" ARHM OVERLAY shall be at the contract bid item price per ton (TON) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including crack sealing.

BID ITEM NO. 9 - ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE.

Adjust utility valve frame and cover to grade shall conform with Sections 301-1.6, 302-5, and 302-5.8 of the Standard Specifications.

Payment for BID ITEM NO. 9 - ADJUST WATER BOX VALVE FRAME AND COVER TO GRADE shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 10 – ADJUST UTILITY PULL BOX TO GRADE

Adjust utility valve frame and cover to grade shall conform with Sections 301-1.6, 302-5, and 302-5.8 of the Standard Specifications.

Payment for BID ITEM NO. 10 - ADJUST UTILITY PULL BOX TO GRADE shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 11 - ADJUST MANHOLE FRAME AND COVER TO GRADE.

Adjust manhole frame and cover to grade shall conform with Sections 301-1.6, 302-5, and 302-5.8 of the Standard Specifications.

Payment for BID ITEM NO. 10 - ADJUST MANHOLE FRAME AND COVER TO GRADE shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 12 – FURNISH AND INSTALL TRAFFIC STRIPING, SIGNAGE, PAVEMENT MARKING, AND PAINT HOUSE NUMBERS.

The work under this item consists of painting temporary traffic stripe and marking or placing temporary overlay marker (TOM); repainting traffic striping, pavement marking and legend; and replacing raised pavement marker per State of California Department of Transportation Standard Plans and Standard Specifications.

All work shall be performed in accordance with Sections 84 and 85 of the Caltrans Standard Specifications and Standard Plans, except as modified and supplemented below:

Paint for traffic striping, pavement marking, and legend shall be "Thermoplastic" per Section 84-2 of Caltrans Standard Specifications.

The same day of construction, after any resurfacing operation and before opening the travel way to the public, the Contractor shall either paint temporary traffic striping and marking or apply reflective

TOM. If the Contractor elects to use TOM, the Contractor shall paint and complete traffic striping, marking, and legend within five (5) calendar days after completion of resurfacing operations on that street. No street shall be without the proper striping over a weekend.

If TOM is used, it shall be applied every 24 feet for lane line. Four (4) inch wide Type Y amber TOM's shall be applied to delineate centerlines and painted medians. Four (4) inch wide white TOM shall be applied to delineate lanes and stop bars. TOM shall not be applied through an intersection.

The provisions of Caltrans' Standard Specifications Section 84-1.02 "Control of Alignment and Layout" shall apply except as modified and supplemented below:

The Contractor shall perform all layout, alignment and spotting, which will consist of striping or control points spaced at 200 feet on tangents and 50-foot curves. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 2 inch in 50 feet from the alignment shown in the Plans.

The provisions of Caltrans Standard Specifications Section 84-1.03 "Tolerances and Appearance" shall apply except as modified and supplemented below:

Drips, overspray, improper markings and paint material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer.

The provisions of Caltrans Standard Specifications Section 84-1.04 "Protection from Damage" shall apply except as modified and supplemented below:

The Contractor shall protect his work until the paint is thoroughly dried. Painted traffic striping and pavement marking done under this Contract which are damaged or darkened as a result of wheel markings by public traffic and/or construction equipment, shall be repainted as specified by the Engineer at the sole expense of the Contractor and no additional compensation will be allowed therefor.

Where Fire Hydrants exist, the provisions of Caltrans Standard Specifications Section 85-1.02 "Type of Markers" shall apply except as modified and supplemented below:

Pavement marker shall conform to Type DB - Two-Way Blue Reflective Markers - and shall be installed whether or not shown on the Plans and as shown on Caltrans Standard Plan, Drawing A20A, Detail 9.

Contractor shall repaint all house numbers within the project. House Numbers shall match existing height and font. Numbers shall be in black paint with a white background. Contractor shall submit sample template before commencing work.

Payment for BID ITEM NO. 12 – FURNISH AND INSTALL TRAFFIC STRIPING, SIGNAGE, PAVEMENT MARKING, AND PAINT HOUSE NUMBERS shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 13 – CONSTRUCT SLURRY SEAL

The work under this item consists of performing all work involved in the application of Type II slurry mixture, complete in place, as shown on the plans, including, removing pavement markings by wet sand blasting, cleaning and dampening the existing pavement, barricading, opening, cleaning and sealing the cracks up to 2 inch wide, skin patching of cracks wider than 2 inch up to 5 inch, grinding of shovelled asphalt area prior to slurring, protecting the seal coat until it has set, maintaining and controlling vehicular and pedestrian traffic, repainting of the curbs and re-striping of the streets including stop bars and markings, project signs and public notification, preparation and implementation of local water prevention plan, and all incidentals, as directed by the Engineer.

Payment for BID ITEM NO. 13 – CONSTRUCT SLURRY SEAL shall be at the contract bid item per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted

BID ITEM NO. 14 – RE-ESTABLISH SURVEY MONUMENTATION

Prior to any construction activities, all monuments, centerline ties, and any other survey markers within the project limits shall be located and recorded by a State of California Licensed Land Surveyor. No work will be authorized until the Contractor submits the required documentation to the City. Upon completion of construction, conflicting monuments, centerline ties, and other survey markers obliterated during construction shall be replaced in-kind per section 309 of the SSPWC and per the California Professional Land Surveyor's Act, latest edition. Corner records for all applicable intersections shall be filed with the County of Los Angeles prior to and after construction activities with copies of recordings provided to the City. All work involved shall conform to the California Professional Land Surveyor's Act, latest edition.

Payment for BID ITEM NO. 14 – RE-ESTABLISH SURVEY MONUMENTATION shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to perform all operations involved with resetting obliterated monuments, centerline ties, and other survey markers. Work shall also include all work involved with filing corner records prior to and after construction in conformance with the California Professional Land Surveyor's Act, latest edition and County of Los Angeles requirements, and providing documentation of same to the City.

WATER IMPROVEMENTS**BID ITEM NO. 15 – PROVIDE TRAFFIC CONTROL**

Traffic control shall conform to provisions set forth by the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Manual. Traffic control plan shall be signed and stamped by a Registered Traffic Engineer and shall be provided to the City at least ten (10) days before work commences.

Payment for BID ITEM NO. 15 – PROVIDE TRAFFIC CONTROL shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 16 – FURNISH AND INSTALL NEW 1" COPPER WATER SERVICES

The work under this item consists of installing new water services in a consistent and orderly manner, as applicable, from the main to water meters; relocating meters as required or as shown on the plans; replacing all meter boxes; connecting services to water meters; installation of all customer hand valves as indicated on plate 19 and 20, reconnection of all private side water services, abandoning existing water service connections; excavating and backfilling trenches; removing and replacing concrete sidewalk at score lines as shown on the plans, as specified herein, and in accordance with the Standard Specifications, City of San Fernando Water Works Specifications and Construction Standards (Plate Nos. 19 and 20), and applicable AWWA standards.

The Contractor shall furnish and replace meter boxes and provide connections to new water meters. The City shall furnish new water meters if required. All hookups to customer side of the meter will be made with copper. The Contractor and the City Inspector shall walk the job site and mark out new meter locations prior to main installation.

Payment for BID ITEM NO. 16 - Furnish and Install New 1" Copper Water Services shall be at the contract bid item per each (EA) and shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

BID ITEM NO. 17 – ABANDON EXISTING 6" C.I. WATER MAIN AND INSTALL 8" ID CLASS 350 DUCTILE IRON PIPE

The work under this item consists of providing, constructing, and installing new 8-inch diameter ductile iron pipe (DIP) water mains. The bid item shall include providing and installing main fittings/connections, tees, crosses and bends, abandoning and plugging the existing water main; constructing new concrete thrust blocks; performing hydrostatic testing; disinfecting water mains and service connections; backfilling and compacting the excavated trench (30-inch minimum). The main installation shall be in accordance with the Standard Specifications, City of San Fernando Water Works Specifications and Construction Standards, and AWWA C-600 standards.

DUCTILE IRON PIPE

All ductile iron pipe shall be the diameter and class indicated on the plans and shall conform to AWWA C151. Pipe is to be of the push-on joint type, bituminous coated, cement mortar lined, per AWWA C104. All ductile iron pipe fittings shall conform to ANSI A21.10. Each length of pipe shall be marked with the size and class of pipe, name of manufacturer or trademark, and the date of manufacture.

FITTINGS

Flange fittings shall be ductile iron class 350. Mechanical joint (ML) fittings shall be ductile iron C153 SSB class 350 and shall conform to City of San Fernando Construction Standard.

Unless otherwise shown on the plans or as approved by the Engineer, all connections between cast iron or steel fittings and ductile iron pipe shall be made with rubber gasket joints, and all completed joints between fittings and ductile iron pipe shall meet AWWA C110 or AWWA C153.

CONCRETE THRUST BLOCKS

All thrust blocks shall be pour-in-place concrete, and shall be constructed at bends, crosses, tees, and other locations shown on the plans or as designated by the Engineer. Thrust blocks shall solidly rest against firm, undisturbed soil and shall be concrete class 420-C-2000.

CURVES AND BENDS

Changes in alignment and grade shall be by deflecting the pipe units at joints as provided herein, and pipe units shorter than standard length may be required. The maximum deflection angle between adjacent pipe units shall not exceed 5 degrees for 4-inch to 12-inch diameter pipe, 4 degrees for 12-inch to 16-inch diameter pipe, and 3 degrees for diameters greater than 16-inches. The ends of each pipe unit shall be laid on the theoretical centerline of the pipe and to the grade shown on the drawings with the laying tolerance prescribed therein.

HYDROSTATIC TEST

Hydrostatic testing shall be performed on all newly laid and partially backfilled pipes and services in accordance to the requirement of C600, AWWA standards. All pumps used for hydrostatic testing shall be equipped with gallon or volumetric meters. New lines shall be filled with water and the pressure brought to 200 PSI +/- 5 PSI and maintained for a period of a minimum two hours. The test shall be made on all sections of the water main between valves in order that all pipe, valves, fittings, fire hydrants, connections, and water services may receive the test. If leakage occurs, the Contractor shall correct the deficiencies at his own expense.

DISINFECTION OF WATER MAINS AND SERVICES

All new water mains shall be disinfected with chlorine or hypochlorite before acceptance for domestic use. Chlorine shall be applied to the water in sufficient quantity to produce a dosage of not less than 50 ppm in all sections of the line, services and appurtenances. Treated water shall be retained in the system for a period of 24 hours' minimum and shall produce not less than 10 ppm in all sections being disinfected at the end of the 24-hour period. However, the Contractor has the option to use other methods, provided it complies with the requirements of C-651, AWWA standards. Services shall be connected from corporation stops to meter stops before disinfecting and random testing by City for residual at service ends. All services shall be flushed prior to connection to residents' plumbing. See Water Works Standards regarding connection detail. The contractor shall provide bacteria samples and the City shall provide and pay bacteria testing. **The Contractor and a City representative [a state certified drinking water testing laboratory] shall be present at the time and place the sample is collected. Thereafter, a state certified drinking water testing laboratory shall take custody of the water sample and perform the bacteria testing.** If bacteria testing is positive (fail[s]), the laboratory fees for re-testing shall be paid by the Contractor.

EXCAVATION, REMOVAL, COMPACTION AND RESTORATION OF SURFACE

- All excavation operations and restoration of surfaces shall conform to the requirements of Section 306 of the Standard Specifications and Section 3, C-600 AWWA standards.
- The minimum trench width shall be based on 6 inches of buffer space each side of the proposed main.
 - 8 inch main requires minimum 20-inch wide trench.
 - 12 inch main requires 24-inch wide trench.
- Bedding and backfill shall be as shown on the plans, standard plans, and plan details. Native soil backfill, if used, shall be compacted to 95 % relative compaction. Sand shall be

consolidated by jetting; the upper portions shall be compacted by mechanical means. 1 ½ sack cement-sand slurry is required in all intersections. Rocks and boulders 6 inches and larger shall be removed from backfill. Compaction testing shall be provided by the City upon 24 hour notification. If compaction tests fail in any specific location, one (1) re-test by the City at that location shall be provided. Compaction tests that exceed two (2) in any specific location shall be paid by the Contractor at the rate of \$100 per test.

- The joining of pipe sections shall be such as to produce watertight lines. The pipe trenches shall be kept free of water which might impair pipe joining operations. The bottom of the trench shall be carefully graded as to provide uniform support along the full length of the bottom of the pipe. Pipe trench shall conform to Type 2, AWWA C151.
- Trenches more than 5 feet deep shall be shored as set forth in the rules and regulations of the Division of Industrial Safety of the State of California and OSHA.
- Trenches through AC pavement: The pavement shall be sawcut. The pavement shall be replaced in kind as shown on Standard Drawing Plate No. 3 as follows:

1)	Base course	B2-AR-4000
2)	Surface course	C2-AR-4000
- Trenches through PCC pavement: Pavement shall be sawcut completely through, removed, and replaced with the same thickness (Typ. 5 inches).
Trenches through a combination of AC and PCC pavement: the contractor shall either separately sawcut and remove AC pavement and proceed to sawcut and remove PCC pavement as above described or sawcut completely through the entire pavement section. The pavement shall be replaced with AC as shown on Standard Drawing Plate No. 3.
- The Contractor shall notify the residents and/or business occupants in the project area at least 48 hours prior to performing any work that will affect parking and access to driveways. In paved streets where immediate backfill is required to provide access for the public at private driveways, the contractor shall place and maintain, until the permanent surfacing has been placed, a 2-inch road mixed surfacing. The temporary surfacing shall be placed at all locations which are not barricaded and are open to traffic.

ABANDONMENT OF EXISTING LINE

The contractor shall cut away a part of the existing pipe or cut a hole in the top of the pipe to place concrete plug(s) every 200 feet.

Payment for BID ITEM NO. 17 – ABANDON EXISTING 6” C.I. WATER MAIN AND INSTALL 8” ID CLASS 350 DUCTILE IRON PIPE shall be at the contract bid item per linear feet (LF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 18 – REMOVE EXISTING AND INSTALL 6” RESILIENT WEDGE GATE VALVE

The work under this item consists of providing and installing a new 6” resilient wedge gate valve. The bid item shall include providing and installing fittings/connections, constructing new concrete thrust blocks, abandoning existing gate valves, removal of valve box, excavation and slurry backfill, and custom valve box covers. Valve pressure ratings shall equal the class of pipe unless otherwise indicated on the plans. The installation shall be in accordance with the Standard Specifications, City of San Fernando Water Works Specifications and Construction Standards, and AWWA C-500 standards. All compression resilient seated gate valves shall conform to AWWA C509.

Resilient wedge valves shall incorporate a high strength cast iron wedge fully encapsulated with urethane rubber permanently bonded to the wedge. Wedge design shall incorporate two seating surfaces. Unless otherwise specified on the plans, all valve ends shall be flanged with drillings and flanges equal to the pressure rating of the pipe.

Unless otherwise shown on the plans or as approved by the Engineer, all connections shall be made with rubber gasket joints in accordance with AWWA C110 or AWWA C153.

Valve box covers shall read "SFWD" and are required to be approved by the Engineer.

Payment for BID ITEM NO. 18 – REMOVE EXISTING AND INSTALL 6" RESILIENT WEDGE GATE VALVE shall be at the contract bid item per each (EA) shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

BID ITEM NO. 19 – REMOVE EXISTING AND INSTALL 8" RESILIENT WEDGE GATE VALVE

The work under this item consists of providing and installing a new 8" resilient wedge gate valve. The bid item shall include providing and installing fittings/connections, constructing new concrete thrust blocks, abandoning existing gate valves, removal of valve box, excavation and slurry backfill, and custom valve box covers. Valve pressure ratings shall equal the class of pipe unless otherwise indicated on the plans. The installation shall be in accordance with the Standard Specifications, City of San Fernando Water Works Specifications and Construction Standards, and AWWA C-500 standards. All compression resilient seated gate valves shall conform to AWWA C509.

Resilient wedge valves shall incorporate a high strength cast iron wedge fully encapsulated with urethane rubber permanently bonded to the wedge. Wedge design shall incorporate two seating surfaces. Unless otherwise specified on the plans, all valve ends shall be flanged with drillings and flanges equal to the pressure rating of the pipe.

Unless otherwise shown on the plans or as approved by the Engineer, all connections shall be made with rubber gasket joints in accordance with AWWA C110 or AWWA C153.

Valve box covers shall read "SFWD" and are required to be approved by the Engineer.

Payment for BID ITEM NO. 19 – REMOVE EXISTING AND INSTALL 8" RESILIENT WEDGE GATE VALVE shall be at the contract bid item per each (EA) shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

BID ITEM NO. 20 – CONNECT EXISTING FIRE HYDRANT LINE TO MAIN

The work under this item consists of connecting an existing 6-inch wet barrel hydrant, including connections; providing and installing main valves and fittings; repairing concrete; excavating and backfilling trenches; providing temporary and permanent pavement; and removing and replacing concrete sidewalk at score lines as shown on the plans, as specified herein, and in accordance with the Standard Specifications, City of San Fernando Water Works Specifications and Construction

Standards (Plate No. 11), and applicable AWWA standards. All hydrants require 1- $\frac{3}{4}$ " operating nuts and caps. Salvaged parts shall be taken and deposited to the City yard.

Payment for BID ITEM NO. 20 – Connect Existing Fire Hydrant Line To Main shall be at the contract bid item per each (EA) shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

BID ITEM NO. 21 – REMOVE EXISTING AND INSTALL NEW WET BARREL HYDRANT ASSEMBLY

The work under this item consists of providing, constructing, and installing a new 6-inch wet barrel hydrant, including connections; providing and installing main valves and fittings; abandoning gate valves; repairing concrete; excavating and backfilling trenches; providing temporary and permanent pavement; and removing and replacing concrete sidewalk at score lines as shown on the plans, as specified herein, and in accordance with the Standard Specifications, City of San Fernando Water Works Specifications and Construction Standards (Plate No. 11), and applicable AWWA standards. All hydrants require 1- $\frac{3}{4}$ " operating nuts and caps. Salvaged parts shall be taken and deposited to the City yard.

Payment for BID ITEM NO. 21 – Remove Existing and Install New Wet Barrel Hydrant Assembly shall be at the contract bid item per each (EA) shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

SEWER IMPROVEMENTS

BID ITEM NO. 22 – PROVIDE TRAFFIC CONTROL

Traffic control shall conform to provisions set forth by the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Manual. Traffic control plan shall be signed and stamped by a Registered Traffic Engineer and shall be provided to the City at least ten (10) days before work commences.

Payment for BID ITEM NO. 22 – PROVIDE TRAFFIC CONTROL shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 23 - PRE-CONSTRUCTION CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

This item shall include coordination with and notification of the public; locating, identifying, marking and recording all active laterals; and documenting the pre-construction condition of existing sewer pipes. This item shall include labor, materials, utility marking devices, CCTV equipment, videos devices, and other CCTV related materials for clear documentation of deficiencies in the existing sewer pipes and location of laterals. Flow control, diversion and/or bypass pumping required in order to facilitate the pre-construction CCTV shall be included.

Documentation shall follow the National Association of Sewer Service Companies (NASSCO) pipeline

assessment certification program (PACP) coding standards for all defects and consist of a color, DVD-format video, log sheets, and a written report detailing the preconstruction condition of the pipeline and lateral connection/openings. The report shall note the time and date of video inspection, street name, upstream and downstream manhole, direction of view, direction of flow, surface material, pipe size, pipe material, lateral connections, video tape number, counter number, and a detailed logging of defects encountered. The report shall be prepared by an operator or worker who holds current PACP certification and shall be done using POSM format.

The camera shall be lowered into the upstream manhole (or access point) and placed into the pipe. The camera cable shall be retracted to remove slack to ensure an accurate distance reading. The cable distance-counter shall be reset to the distance between the centerline of the manhole and the front lens of the camera. The camera shall provide a view of the inside of the insertion manhole, then move through the pipeline in a downstream direction whenever possible, stopping at the center of the next manhole and provide a view of the inside of the end structure. The cable distance counter shall measure the distance between each inspection segment – centerline to centerline. The camera shall stop at all significant observations to ensure a clear and focused view of the pipe condition. Observations shall include, but not be limited to: Laterals – Standard, Laterals – Protruding, Cracks, Offset Joints, Open Joints, Sags, Line Deviations, Siphons, Missing Sections, Mortar, Infiltration, Debris, Grease, and Roots. If the quality of the video is deemed unacceptable by the Engineer, the pipeline shall be re-televised at no additional cost to the City.

Contractor shall identify all defects in the existing pipe requiring corrective action prior to pipe rehabilitation and identify any areas that require additional corrective actions that are above and beyond allowance for point repairs included in the bid items for pipe rehabilitation. Any areas that may require additional corrective actions shall be documented and provided to the Engineer for immediate review and direction. CCTV shall be provided to the City's Engineer within 2 weeks of notice to proceed.

Payment for BID ITEM NO. 23 - PRE-CONSTRUCTION CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION shall be at the contract bid item per lump sum (LS) shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

BID ITEM NO. 24 - POST- CONSTRUCTION CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

Post-construction CCTV inspection shall be performed to determine if the construction of the new pipe is in compliance with the plans and specifications. This item shall include labor, CCTV equipment, videos and other CCTV related materials for proper documentation of the newly installed sewer pipes.

Documentation shall follow the National Association of Sewer Service Companies (NASSCO) pipeline assessment certification program (PACP) coding standards for all defects and consist of a color, DVD-format video, log sheets, and a written report detailing the preconstruction condition of the pipeline and lateral connection/openings. The report shall note the time and date of video inspection, street name, upstream and downstream manhole, direction of view, direction of flow, surface material, pipe size, pipe material, lateral connections, video tape number, counter number,

and a detailed logging of defects encountered. The report shall be prepared by an operator or worker who holds current PACP certification and shall be done using POSM format.

The camera shall be lowered into the upstream manhole (or access point) and placed into the pipe. The camera cable shall be retracted to remove slack to ensure an accurate distance reading. The cable distance-counter shall be reset to the distance between the centerline of the manhole and the front lens of the camera. The camera shall provide a view of the inside of the insertion manhole, then move through the pipeline in a downstream direction whenever possible, stopping at the center of the next manhole and provide a view of the inside of the end structure. The cable distance counter shall measure the distance between each inspection segment – centerline to centerline. The camera shall stop at all significant observations to ensure a clear and focused view of the pipe condition. Observations shall include, but not be limited to: Laterals – Standard, Laterals – Protruding, Cracks, Offset Joints, Open Joints, Sags, Line Deviations, Siphons, Missing Sections, Mortar, Infiltration, Debris, Grease, and Roots. If the quality of the video is deemed unacceptable by the Engineer, the pipeline shall be re-televised at no additional cost to the City.

Payment for BID ITEM NO. 24 - POST- CONSTRUCTION CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION shall be at the contract bid item per lump sum (LS) shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

BID ITEM NO. 25 – PROVIDE CLEARING OF SEWER LINE

Contractor shall flush and clean all sewer mains by means of pneumatic, sewer cleaning balls. The balls shall be of the appropriate size to fit the sewer pipe being cleaned. "Sewer Balling" operations shall be conducted by experienced personnel under the observation of the Engineer. The ball shall be introduced at the uppermost manhole and passed from manhole to manhole by means of a line with sufficient head of water to carry the ball along. The movement of the ball shall be controlled by a rope; care shall be exercised not to feed the ball too rapidly in order that all debris can be removed at each manhole.

Each section of the sewer line shall be thoroughly cleaned before proceeding to the next section. Where sewer balls will not pass, flexible sewer rods with approved spears or cutters may be used to clear the obstruction. Where obstructions cannot be cleared by sewer rodding, the obstructions shall be removed by excavation at the Contractor's expense. The Contractor shall remove all debris from sewer lines using approved methods. Installation cost shall include cost for water for sanitary sewer flushing and cleaning operations.

Payment for BID ITEM NO. 25 – PROVIDE CLEARING OF SEWER LINE shall be at the contract bid item per linear feet (LF) shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

BID ITEM NO. 26 – FURNISH AND INSTALL PIPE SLEEVE FOR EXISTING 8-INCH VCP SEWER MAIN

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.

Payment for BID ITEM NO. 26 – FURNISH AND INSTALL PIPE SLEEVE FOR EXISTING 8-INCH VCP SEWER MAIN shall be at the contract bid item per linear feet (LF) shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

BID ITEM NO. 27 – FURNISH AND INSTALL CIPP SEWER LINING FOR EXISTING 8-INCH VCP SEWER MAIN

This method of sewer rehabilitation involves the insertion of an approved epoxy or epoxyvinyl ester-resin-impregnated flexible fabric tube. The material shall be compatible with and capable of carrying epoxy or epoxy-vinyl-ester resin, be able to withstand installation pressures and curing temperatures. The approved epoxy shall be compatible with the application and be able to cure in the presence of hot water or steam. Refer to Section 500-1.4 of the "Greenbook" 2018 Edition and Part D – Technical Provisions for material composition, testing and other requirements for the installation of CIPP liner. Refer to Section 500-1.2 of the "Greenbook" 2018 Edition and Part D – Technical Provisions for Pipeline Point Repair/Replacement. PVC Pipe Liner is not allowed for this project.

If specified on the plans, this method can also include the use of an approved ultraviolet (UV) light-cured resin-impregnated fiberglass tube liner. The Project Engineer reserves the right to change the design from UV CIPP to flexible fabric (felt) CIPP.

This item shall include all labor, materials, and equipment necessary for the execution and completion of this rehabilitation method, including, but not limited to surface removal and restoration including reconstruction of pavement on any street disturbed by the sewer work dewatering, flow control, diversion or bypass pumping, point repairs, removal of protruding laterals, excavation, backfill including imported backfill, sewer cleaning, insertion and curing of fabric tube, reinstatement of lateral connections, and testing. Obtaining construction access from property owners for work on private property shall be included in the unit bid price.

Payment for BID ITEM NO. 27 – FURNISH AND INSTALL CIPP SEWER LINING FOR EXISTING 8-INCH VCP SEWER MAIN shall be at the contract bid item per linear feet (LF) shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

APPENDIX A
STANDARD DRAWINGS

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING:
 - A. CITY OF SAN FERNANDO WATER CONSTRUCTION DRAWINGS/STANDARDS.
 - B. "STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION "GREENBOOK" 2018 EDITION
 - C. AWWA STANDARD SPECIFICATIONS
 - D. STANDARD PLANS FOR CONSTRUCTIONS OF LOCAL STREETS AND ROADS.
 - E. JULY 2006 (STATE OF CALIFORNIA).
 - F. PROJECT SPECIFICATIONS
 - G. PRIVATE CONTRACT SANITARY SEWER PROCEDURAL MANUAL, AND SPECIAL PROVISIONS FOR THE CONSTRUCTION OF SANITARY SEWER.
 - H. AWWA STD SPECIFICATIONS, LATEST EDITION
2. THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER FORTY EIGHT (48) HOURS PRIOR TO STARTING ANY WORK. TELEPHONE NUMBER: (818) 388-1222. APPROVAL OF THIS PLAN BY THE CITY OF SAN FERNANDO DEPARTMENT OF PUBLIC WORKS DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF LOCATION OF OR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THIS NOTE APPLIES TO ALL PAGES.

4. NO REVISION SHALL BE MADE TO THESE PLANS WITHOUT THE PRIOR APPROVAL OF THE CITY ENGINEER.
5. THE CONTRACTOR IS TO PROVIDE THE CITY WITH AN AS-BUILT SET OF CONSTRUCTION PLANS.
6. THE CONTRACTOR SHALL APPLY FOR ALL NECESSARY CONSTRUCTION PERMITS FOR ALL WORK AS SHOWN ON THESE PLANS FROM THE CITY OF SAN FERNANDO. THE CONTRACTOR MUST CONTACT THE CITY OF SAN FERNANDO DEPARTMENT OF PUBLIC WORKS, TO RESOLVE THE NECESSARY PERMIT & INSPECTION FEES.
7. THE CONTRACTOR SHALL POSSESS A VALID STATE CONTRACTOR'S LICENSE AND SHALL BE REQUIRED TO POSSESS A VALID CITY BUSINESS LICENSE WHILE PERFORMING WORK ON THIS PROJECT.
8. ANY CONTRACTOR PERFORMING WORK AS INDICATED HEREON FOR THIS PROJECT SHALL BE LIABLE FOR HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING UTILITIES AND/OR STRUCTURES OR PLANS FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
9. THE CONTRACTORS ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS, CONFORMANCE THERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT.
10. THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EARTH EXCAVATION OUTSIDE OF THE PROJECT AREA UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER. ALL AC AND CONCRETE REMOVALS SHALL BE DISPOSED OF OFF-SITE.
11. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE BEFORE COMMENCING ANY PORTION OF THE WORK. COMPARE ACTUAL CONDITIONS WITH DRAWINGS AND ASSESSMENT OF THE UNDER WHICH WORK IS TO BE PERFORMED. CHECK AND CONFIRM LOCATION OF EXISTING STRUCTURES, EQUIPMENT, AND UTILITIES WHICH MAY AFFECT WORK. COMMENCEMENT OF WORK SHALL CONSTITUTE FULL ACCEPTANCE OF EXISTING SITE CONDITIONS. THE CONTRACTOR SHALL REPORT ALL DISCREPANCIES TO THE CITY ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
12. THE CONTRACTOR SHALL EMULC ALL MEASURES TO PROTECT AND SAFEGUARD EXISTING UTILITIES AND STRUCTURES AND PREVENT ANY DAMAGE TO THE TIME OF CONSTRUCTION. MAINTAIN THE JOB SITE IN AN OPENLY, IN A CLEAN MANNER THROUGHOUT THE COURSE OF WORK. FREE OF OBSTACLES, LEGAL EXITS OR ENTRANCES, LEAVE WORK AREA CLEAN, FREE OF DEBRIS AT THE END OF EACH DAY, AND COMPLY WITH ALL APPLICABLE CODES. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATION OF THE U.S. DEPARTMENT OF LABOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' CONSTRUCTION SAFETY
20. THE CONTRACTOR SHALL PROVIDE DUST CONTROL, AND TRAFFIC CONTROL AT ALL TIMES TO THE SATISFACTION OF THE CITY ENGINEER AND SHALL BE IN COMPLIANCE WITH SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (A.Q.M.D.) RULE 403 FOR MITIGATING DUST CONTROL.
21. BARRICADES WITH FLASHING LIGHTS ARE TO BE MAINTAINED ON ALL OBSTRUCTIONS WITHIN EXISTING STREET RIGHT-OF-WAYS AT ALL TIMES. CONSTRUCTION WARNING SIGNS AND FLAGMEN ARE TO BE PRESENT AT THE JOB SITE.
22. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 811 TWO (2) DAYS PRIOR TO BEGINNING WORK.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL IF ANY EXISTING SURVEY MONUMENTS.
24. THE CITY SHALL NOT BE RESPONSIBLE FOR OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PROJECT ENGINEER.
25. THE CITY INSPECTOR WILL LAYOUT THE PRECISE LOCATION OF ALL CONCRETE WORK, AC PATCHING AND OTHER IMPROVEMENTS SHOWN ON THE PLANS. THESE IMPROVEMENTS AS SHOWN MAY VARY SLIGHTLY AS TO THE LOCATION. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND QUANTITIES AS MARKED OUT BY THE CITY INSPECTOR.
26. CONTRACTOR SHALL PROVIDE ALL NECESSARY MEANS TO AVOID TRACKING ASPHALT OIL ON EXISTING ASPHALT PAVEMENT OR CONCRETE PAVEMENT DURING OPERATIONS. SEE TECHNICAL SPECIFICATIONS FOR CONDITIONS.
27. CONTRACTOR SHALL BACKFILL AND RESEED LANDSCAPE AS NECESSARY FOR LANDSCAPE AREAS AFFECTED BY THIS IMPROVEMENT.
28. CONTRACTOR SHALL INSTALL TEMPORARY ASPHALTIC CONCRETE PAVING AND PROVIDE A CITY ENGINEER OR INSPECTOR TO THE PROJECT WHERE TEMPORARY RESURFACING WILL BE NEEDED. THE EXACT LOCATION WITH PERMANENT SHALL NOT MIX TEMPORARY ASPHALTIC CONCRETE WITH PERMANENT ASPHALTIC CONCRETE, PORTLAND CEMENT CONCRETE, EARTH OR OTHER MATERIALS THAT ARE TO BE REMOVED FROM THE SITE. ALL COSTS INVOLVED IN COMPLYING WITH THE ABOVE REQUIREMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR CLEANING AND GRABBING.

FISCAL YEAR 2018-2019 ANNUAL STREET RESURFACING PROJECT

JOB NO. 7597

PLAN NO. P-726

WATER NOTES

1. ALL PIPE MATERIAL SHALL BE DUCTILE IRON PIPE OR OTHER APPROVED MATERIAL BY THE CITY.
2. WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED IN CONFORMANCE WITH THE CITY'S WATER UTILITY STANDARD SPECIFICATIONS. ALL PIPE SHALL BE INSTALLED IN ACCORDANCE TO PRESSURE AND CHLORINATION REQUIREMENTS PRIOR TO CONNECTION TO THE CITY'S WATER SYSTEM. DISINFECTION OF ENTIRE PIPELINE SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF AWMA STD C-601 AND APDES REQUIREMENTS. ALL MAINS INSTALLED ARE TO BE PRESSURE TESTED TO 150PSI. TEST TO CONFORM TO THE SPECIFICATIONS FOUND IN THE LATEST EDITION OF AWMA STD C-601.
3. A. THE CONTRACTOR'S ATTENTION IS DIRECT TO SECTION 7-10.4.1 OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" IN REGARD TO SAFETY ORDERS AND SHALL CONFORM TO THE "MINIMUM PUBLIC SAFETY REQUIREMENT" ASB SHOWN ON COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS STANDARD PLANO. 6008-1.
- B. HOUSE LATERALS TO BE CONSTRUCTED WITH INVERTS AT THE PROPERTY LINE 6 FEET BELOW CURB GRADE EXCEPT AS NOTED.
- C. WYE OR Tee BRANCHES MAY BE USED FOR CONNECTIONS TO THE MAINLINE SEWERS EXCEPT AS NOTED.
- D. ALL BACKFILL AND FILLS OUTSIDE OF THE STREET RIGHT OF WAY SHALL BE COMPACTED TO 95% PROCTOR DENSITY.

SEWER NOTES

- A. THE CONTRACTORS ATTENTION IS DIRECT TO SECTION 7-10.4.1 OF THE "STANDARD" SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" IN REGARD TO SAFETY ORDERS AND SHALL CONFORM TO THE "MINIMUM PUBLIC SAFETY REQUIREMENT" AS SHOWN ON COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS STANDARD PLAN NO. 6006-1.
- B. HOUSE LATERALS TO BE BELOW CURB WITH INVERTS AT THE PROPERTY LINE 6 FEET BELOW CURB GRADE EXCEPT AS NOTED.
- C. WYE OR TEE BRANCHES MAY BE USED FOR CONNECTIONS TO THE MAINLINE SEWERS EXCEPT AS NOTED.
- D. ALL BACKFILL AND FILLS OUTSIDE OF THE STREET RIGHT OF WAY SHALL BE COMPACTED TO 95% PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM SOIL COMPACTION TEST D 1557/28.78 METHOD D, UNLESS OTHERWISE SPECIFIED. THIS SHALL BE CERTIFIED BY A QUALIFIED CIVIL ENGINEER. THIS CERTIFICATION SHALL BE SUBMITTED TO THE CITY PUBLIC WORKS.
- E. MANHOLE TOPS IN UNIMPROVED RIGHT OF WAY TO BE SIX INCHES ABOVE THE FINISHED GRADE.
- F. SEWERS TO BE TESTED FOR LEAKAGE PER SECTION 306.14 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND SPECIAL PROVISIONS FOR THE CONSTRUCTION OF SANITARY SEWER IF APPLICABLE.
- G. MANHOLE TOPS IN IMPROVED RIGHT OF WAY TO BE FLOODED/FLUSHED WITH THE FINISHED GRADE/SURFACE.
- H. ALL SANITARY SEWER MANHOLE SHAFTS, FRAMES & PIPE CONNECTIONS SHALL BE WATERIGHT.
- I. CURBS SHALL BE INSCRIBED WITH AN "S" INDICATING LOCATIONS OF ALL SLEEPER LATERALS USING A 4 INCH POWER TOOL WHEEL-GRINDER.
- J. CURBS SHALL BE INSCRIBED WITH THE TDS DOWNS FOR ALL MANHOLE LOCATIONS USING A 4 INCH POWER TOOL WHEEL-GRINDER.
- K. MANHOLES DEFEER THAN TWENTY (20) FEET SHALL HAVE STEEL-REINFORCED CONCRETE BASES. REINFORCEMENT SHALL BE PROVIDED FOR THE SPECIFIC SOILS CONDITIONS AT EACH DEEPER MANHOLE LOCATION. THE REINFORCEMENT DESIGN SHALL BE SUBMITTED TO THE CITY UNDER THE SIGNATURE AND STAMP OF A LICENSED CALIFORNIA CIVIL ENGINEER.

SHEET INDEX

SHEET	SHEET DESCRIPTION
1 OF 22	TITLE SHEET
2 OF 22	STREET PLANS
3 OF 22	WORKMAN ST. CONSTRUCTION PLAN
4 OF 22	LUCAS ST. CONSTRUCTION PLAN
5 OF 22	LAZARD ST. CONSTRUCTION PLAN
6 OF 22	LAZARD ST. CONSTRUCTION PLAN
7 OF 22	ALEXANDER ST. CONSTRUCTION PLAN
	WATER PLANS
8 OF 22	ALEXANDER STREET
9 OF 22	N LAZARD STREET - FOURTH ST TO FIFTH ST
10 OF 22	N LAZARD STREET - FIFTH ST TO GLENDOKS BLVD
11 OF 22	LUCAS STREET
12 OF 22	N WORKMAN STREET - GLENDOKS BLVD TO LUCAS
13 OF 22	N WORKMAN STREET - LUCAS ST TO WARREN ST
14 OF 22	N WORKMAN STREET - WARREN ST TO SEVENTH ST

SEWER PLANS

- | | |
|----------|---|
| 11 OF 22 | STRIPING PLAN |
| 02 OF 22 | STRIPING PLAN |
| 03 OF 22 | STRIPING PLANS |
| 04 OF 22 | N WORKMAN STREET - WARREN ST TO SEVENTH ST |
| 05 OF 22 | N WORKMAN STREET - GLENDALE BLVD TO WARREN STREET |
| 06 OF 22 | N LAZARD STREET - FIFTH ST TO GLENDALE BLVD |
| 07 OF 22 | N LAZARD STREET - FIFTH ST TO FIFTH ST |
| 08 OF 22 | N LAZARD STREET - FOURTH ST TO FIFTH ST |
| 09 OF 22 | |

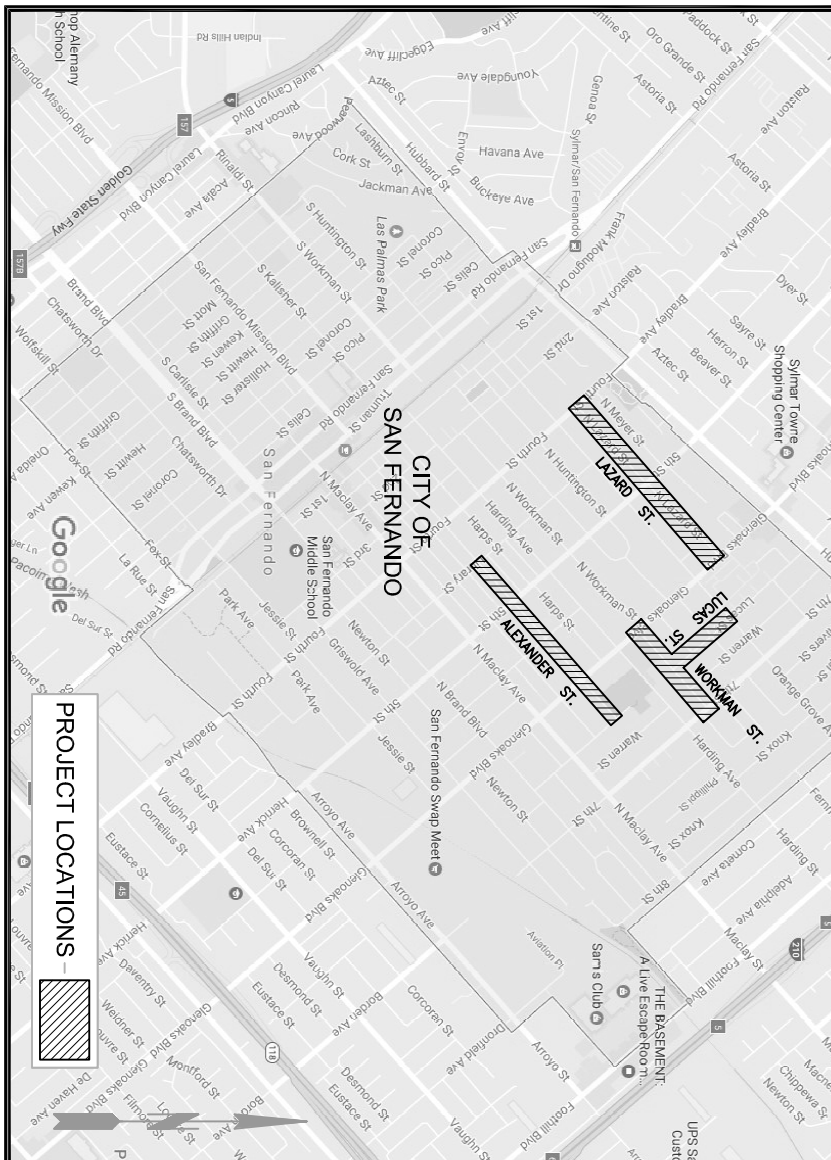
LEGENDS

- | | | |
|---|-------|--------------------|
| W | ..... | WATER LINE |
| W | ..... | WATER VALVE |
| W | ..... | WATER HYDRANT |
| S | ..... | SEWER MANHOLE |
| ○ | ..... | STREET SIGN |
| ○ | ..... | PROPOSED TREE |
| W | ..... | WATER METER BOX |
| G | ..... | GAS VALVE |
| G | ..... | GAS METER |
| G | ..... | GAS LINE |
|  | ..... | PROPOSED PCC |
|  | ..... | PROPOSED COLD MILL |
|  | ..... | AND OVERLAY ②③ |
|  | ..... | SLEURY SEAL ② |
|  | ..... | RM LINE |
|  | ..... | STORMDRAIN MANHOLE |

CONSTRUCTION NOTES

- 2) COLD MILL 1.5-INCH THICK EXISTING PAVEMENT.
 - 3) CONSTRUCT 1.5-INCH THICK PAVEMENT ARM-6C-C (Pg 64-16).
 - 4) CONSTRUCT SPEED HUMP PER DETAIL ON SHEET 1.
 - 5) REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPWMC STD. PLAN 115-2.
 - 6) REMOVE EXISTING RAMP/SIDEWALK AND CONSTRUCT PCC CURB RAMP PER SPWMC STD. PLAN 111-5 WITH TRUNCATED DOWNS.
 - 7) REMOVE EXISTING AND CONSTRUCT 6-INCH THICK PCC DRIVEWAY APPROACHES PER SPWMC STD. PLAN 110-2.
 - 8) REMOVE, DISPOSE AND CONSTRUCT PCC 8-INCH CURB AND 24-INCH GUTTER PER SPWMC STD. PLAN 120-2.
 - 9) CONSTRUCT PCC LONGITUDINAL CROSS GUTTER PER SPWMC STD. PLAN 122-2.
 - 10) ADJUST MANHOLE FRAME AND COVER TO GRADE PER SPWMC STD. PLAN 205-2.
 - 11) ADJUST EXISTING WATER/GAS VALVE C/N AND L/D OR WATER/GAS METER BOX TO GRADE.
 - 12) CONSTRUCT SLURRY SEAL, TYPE 2.
- RE-ESTABLISH EXISTING STREET MONUMENTATION.

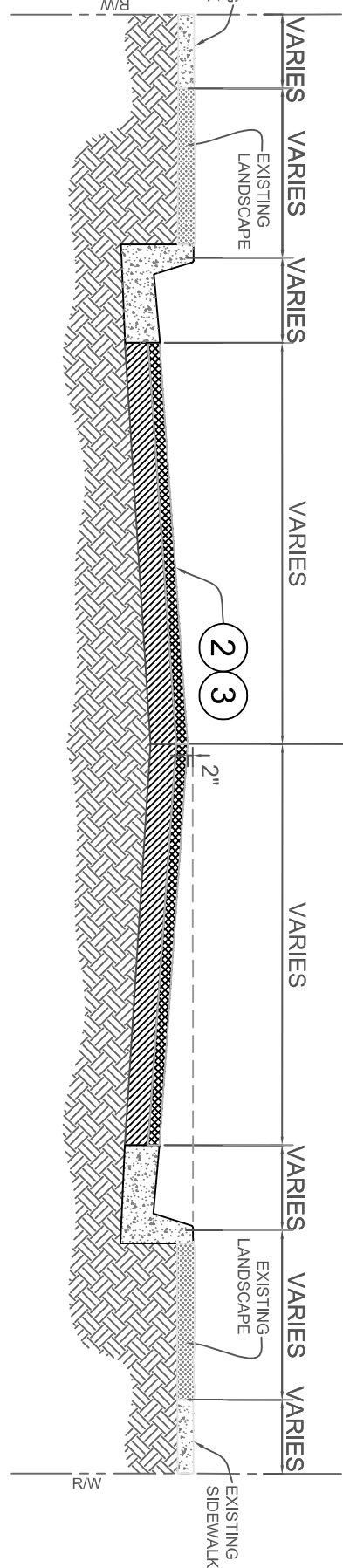
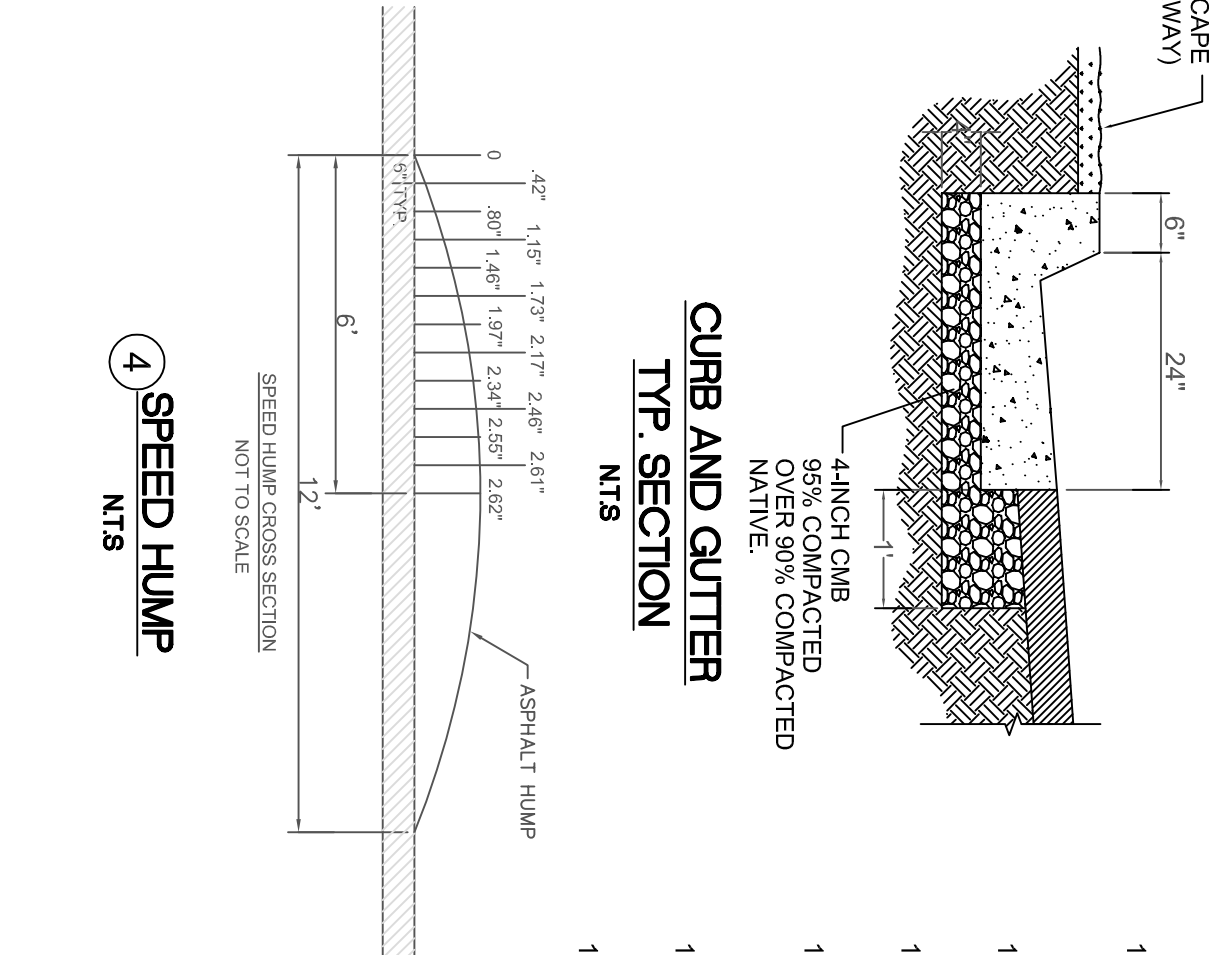
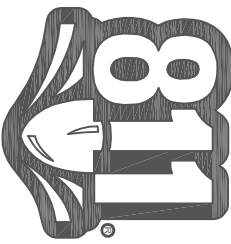
LOCATION MAP



REVISIONS

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TYP. SECTION

FROM THE SOLE NEGLIGENCE OF THE CITY OR THE CITY ENGINEER

BENCH MARK:

SAN FERNANDO
PUBLIC WORKS DEPARTMENT

YING KWAN, P.E., CONSULTING CITY ENGINEER, RCE 42418

DAT

Plans Prepared by

CE
Engineers, Inc.
Civil Engineers
Land Surveyors

CONSULTING CIVIL
18900 AMAR RD., SUITE B13
WALNUT CA. 91789
(909) 933-9331 • (909) 933-9332

[Signature]

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CHECKED BY:

2018-2019 ANNUAL STREET RESURFACING PROJECT

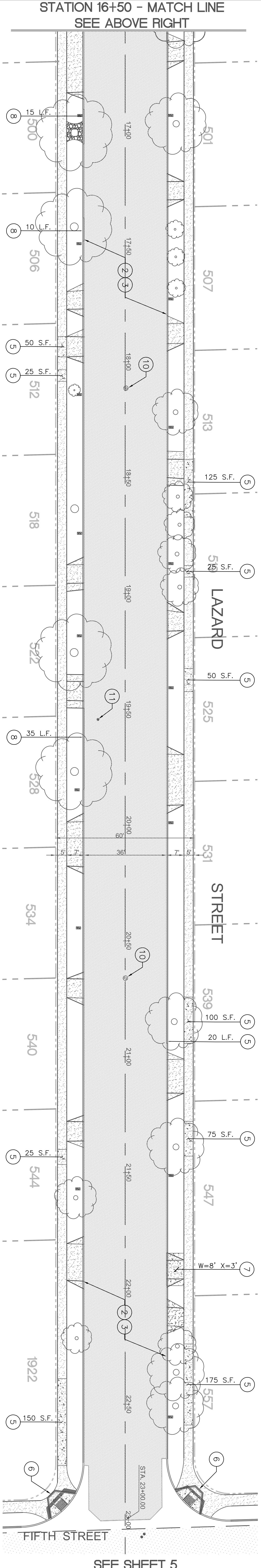
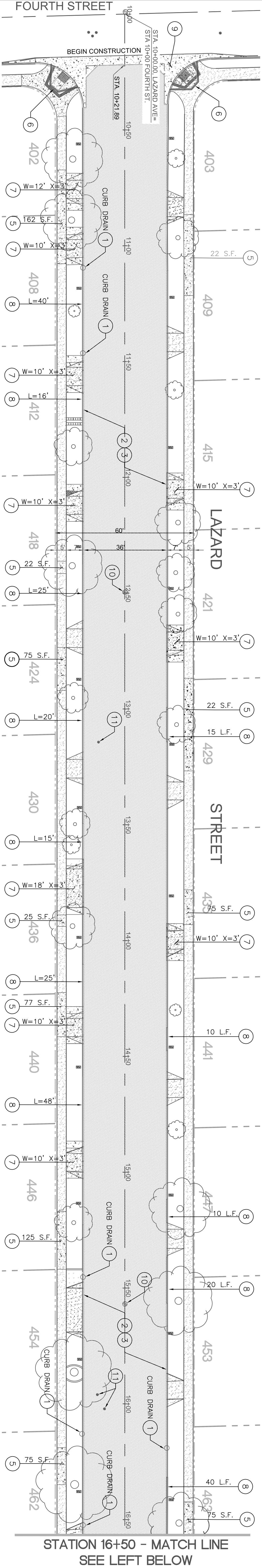
PLAN NO.

FISCAL YEAR 2018-2019 ANNUAL STREET RESURFACING PROJECT

TITLE SHEET

CITY OF SAN FERNANDO

SHEET 1 OF 2



LEGENDS

1

PROTECT IN PLACE.

2

COLD MILL, 1.5-INCH THICK EXISTING PAVEMENT.

3

CONSTRUCT 1.5-INCH THICK PAVEMENT ARHW-GG-C (PG 64-16).

4

CONSTRUCT SPEED HUMP PER DETAIL ON SHEET 1.

5

REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPWMC STD. PLAN 113-2.

6

REMOVE EXISTING RAMP/SIDEWALK AND CONSTRUCT PCC CURB RAMP PER SPWMC STD. PLAN 111-5 WITH TRIANGULAR DOWNS.

7

REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC DRIVEWAY APPROACHES PER SPWMC STD. PLAN 110-2.

8

REMOVE, DISPOSE AND CONSTRUCT PCC 8-INCH CURB AND 24-INCH GUTTER PER SPWMC STD. PLAN 120-2.

9

CONSTRUCT PCC LONGITUDINAL CROSS GUTTER PER SPWMC STD. PLAN 122-2.

10

ADJUST MANHOLE FRAME AND COVER TO GRADE PER SPWMC STD. PLAN 205-2.

11

ADJUST EXISTING WATER/GAS VALVE CAV AND LID OR WATER/GAS METER BOX TO GRADE.

12

CONSTRUCT SLURRY SEAL TYPE 2.

13

RE-ESTABLISH EXISTING STREET MONUMENTATION.

LEGENDS

W

WATER LINE

W

WATER VALVE

W

WATER HYDRANT

S

SEWER MANHOLE

S

STREET SIGN

o

PROPOSED TREE

W

WATER METER BOX

G

GAS VALVE

G

GAS METER

G

GAS LINE

6

PROPOSED PCC

2

PROPOSED COLD MILL AND OVERLAY

2

SLURRY SEAL

1

R/W LINE

1

STORMDRAIN MANHOLE

REVISIONS				BENCH MARK:
NUMBER	DATE	INITIALS	APPROV.	

811

Know what's below.
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SAINT FERNANDO

PUBLIC WORKS DEPARTMENT

YING KWAN, P.E., CONSULTING CITY ENGINEER, RCE 42418

DATE

REGISTERED PROFESSIONAL CIVIL ENGINEER

MANUEL CEBALAN

PLANS PREPARED UNDER THE SUPERVISION OF:

DATE:

CH2M HILL

CONSULTING CIVIL ENGINEERS

1800 AVIAR RD., SUITE B13

(920) 867-0979 (920) 867-0921 FAX

DESIGN BY:

DRAWN BY:

CHECKED BY:

JC

DC

CA

4/20/2017

4/20/2017

5/30/2017

2018-2019 ANNUAL STREET RESURFACING PROJECT

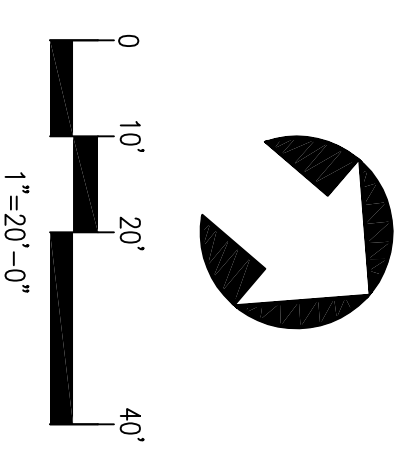
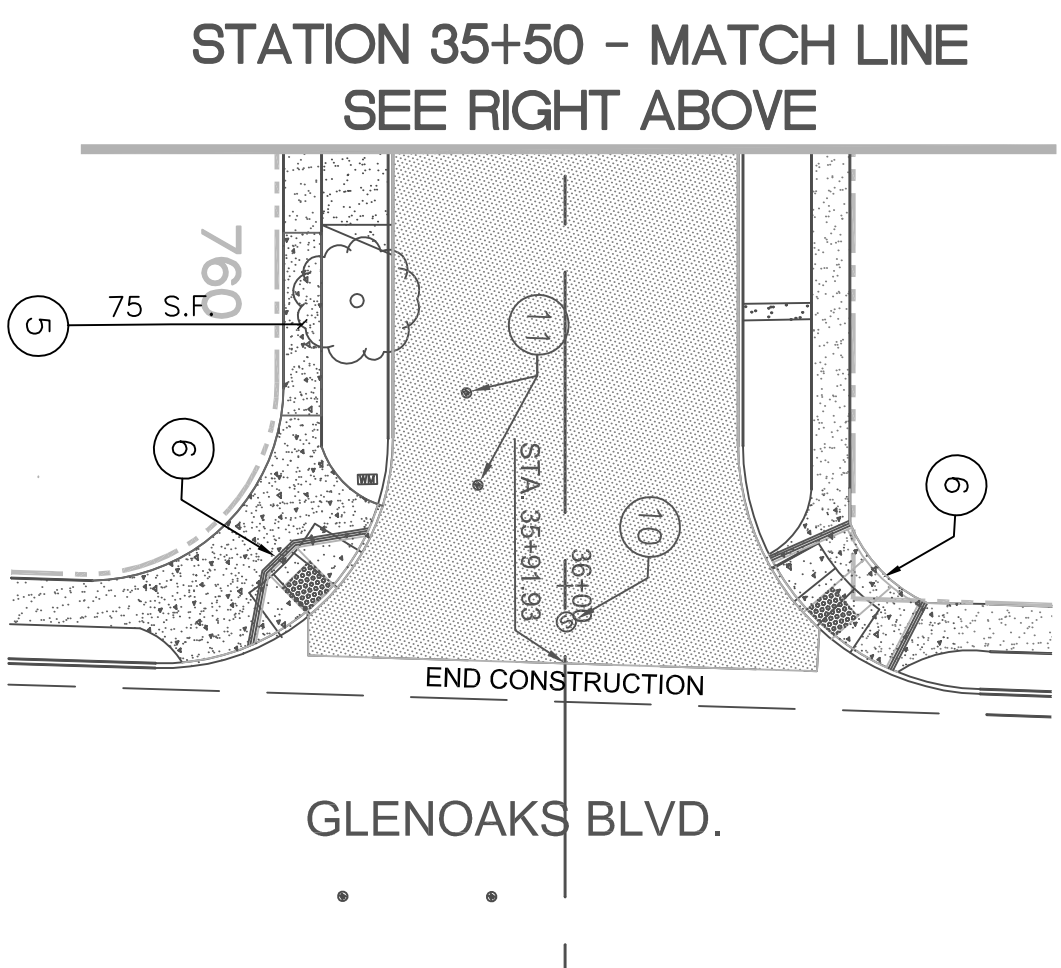
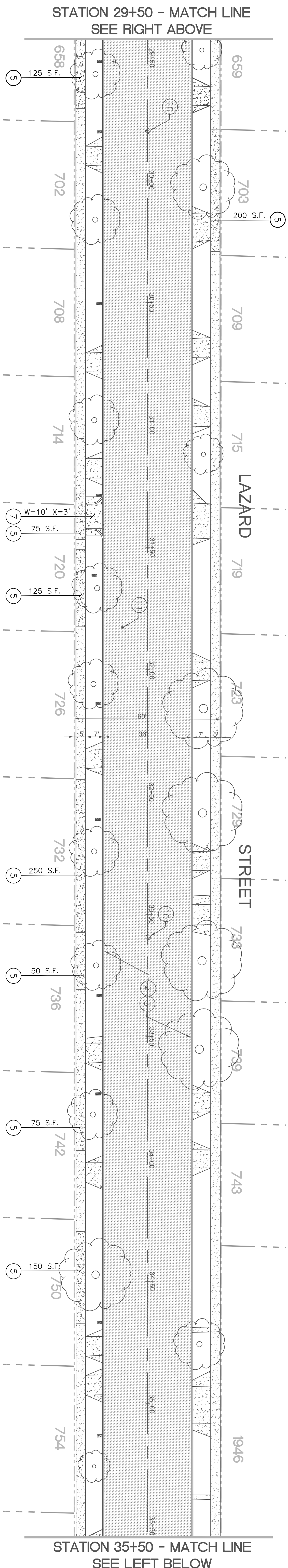
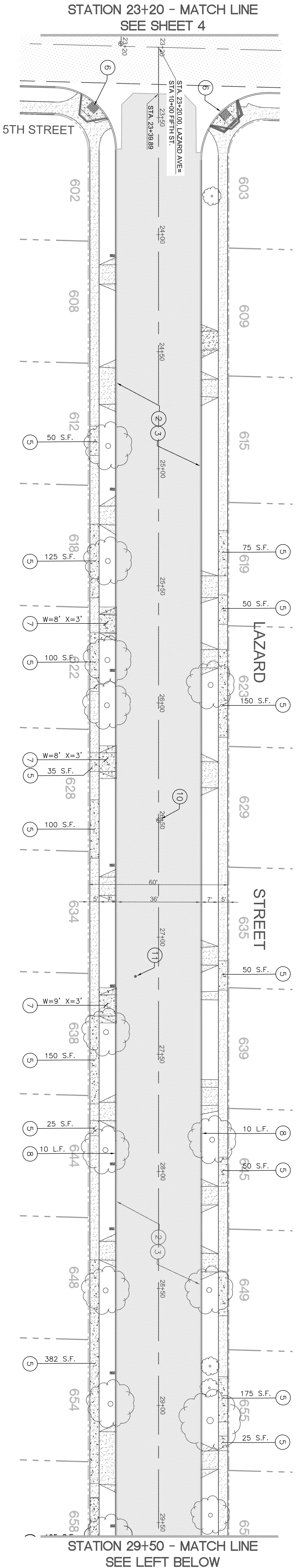
LAZARD STREET
FROM FOURTH STREET TO GLENDAKS BLVD

CITY OF SAINT FERNANDO

PLAN NO.

P-726


SHEET 4 OF 22



- LEGENDS**

①	WATER LINE
②	WATER VALVE
③	WATER HYDRANT
④	SEWER MANHOLE
⑤	STREET SIGN
⑥	PROPOSED TREE
⑦	WATER METER BOX
⑧	GAS VALVE
⑨	GAS METER
⑩	GAS LINE
⑪	PROPOSED POC
⑫	PROPOSED COLD MILL AND OVERLAY
⑬	SLURRY SEAL
⑭	ROW LINE
⑮	STORMDRAIN MANHOLE
- CONSTRUCTION NOTES**

 - PROTECT IN PLACE.
 - COLD MILL, 1.5-INCH THICK EXISTING PAVEMENT.
 - CONSTRUCT 1.5-INCH THICK PAVEMENT ARHW-GG-C (PG 64-16).
 - CONSTRUCT SPEED HUMP PER DETAIL ON SHEET 1.
 - REMOVE EXISTING AND CONSTRUCT 4-INCH THICK POC SIDEWALK PER SPWMC STD. PLAN 113-2.
 - REMOVE EXISTING RAMP/SIDEWALK AND CONSTRUCT POC CURB RAMP PER SPWMC STD. PLAN 111-5 WITH INDICATED DOWNS.
 - REMOVE EXISTING AND CONSTRUCT 4-INCH THICK POC DRIVEWAY APPROACHES PER SPWMC STD. PLAN 110-2.
 - REMOVE, DISPOSE AND CONSTRUCT POC 8-INCH CURB AND 24-INCH GUTTER PER SPWMC STD. PLAN 120-2.
 - CONSTRUCT POC LONGITUDINAL CROSS GUTTER PER SPWMC STD. PLAN 122-2.
 - ADJUST MANHOLE FRAME AND COVER TO GRADE PER SPWMC STD. PLAN 205-2.
 - ADJUST EXISTING WATER/GAS VALVE GAN AND LID OR WATER/GAS METER BOX TO GRADE.
 - CONSTRUCT SLURRY SEAL TYPE 2.
 - RE-ESTABLISH EXISTING STREET MONUMENTATION.



Know what's below.
Call before you dig.

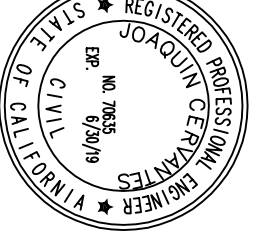
R E V I S I O N S				BENCH MARK:
NUMBER	DATE	INITIALS	APPRO.	



SAN FERNANDO
PUBLIC WORKS DEPARTMENT

YING KWAN, P.E., CONSULTING CITY ENGINEER, RCE 42418


DATE



SUBMITTED BY: MANUEL TABIAN

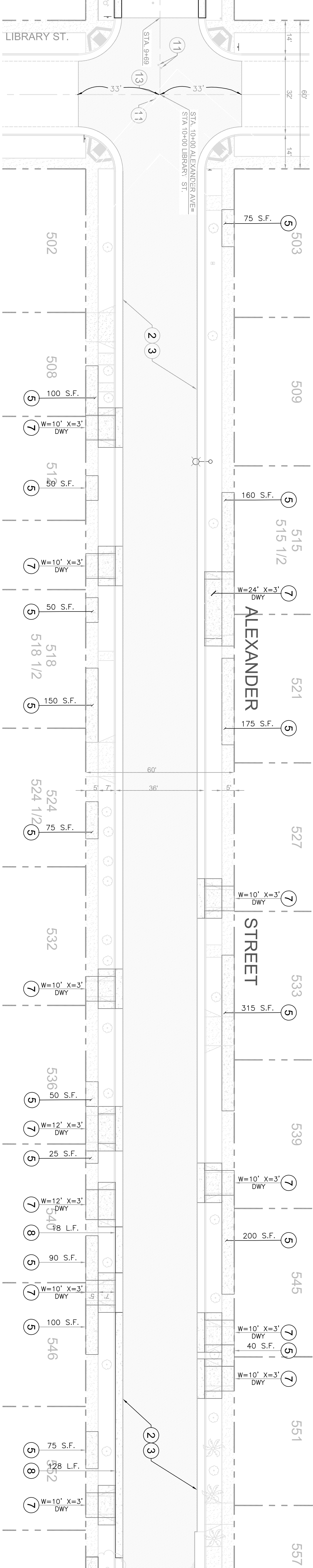
PLANS PREPARED UNDER THE SUPERVISION OF: JOAQUIN HERNANDEZ, JR., P.E.

DATE: JC 4/20/2017
DRAWN BY: DC 4/20/2017
CHECKED BY: CA 5/30/2017

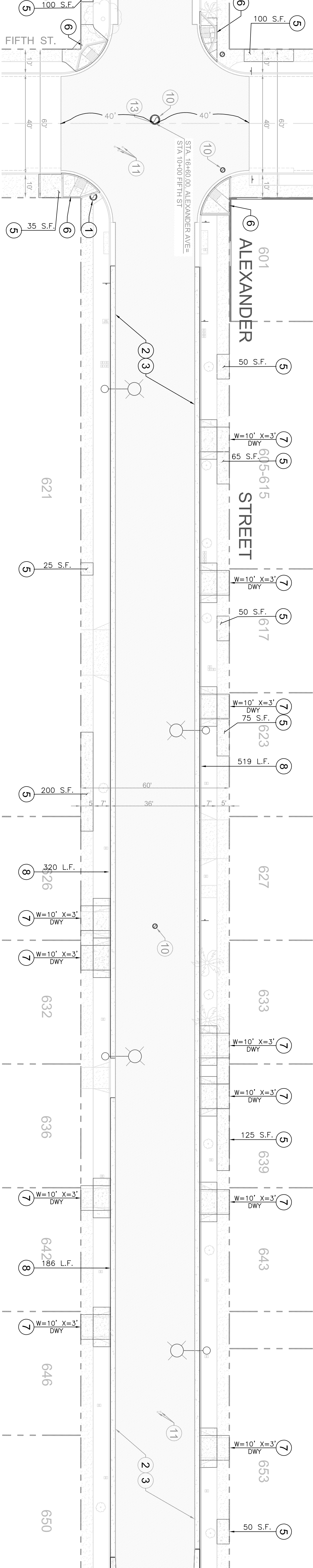


CHE
CONSULTING CIVIL ENGINEERS
18000 AVALON BLVD., SUITE B13
IRVINE, CA 92614-1134
(949) 867-1075 (fax) (949) 867-1074 FAX

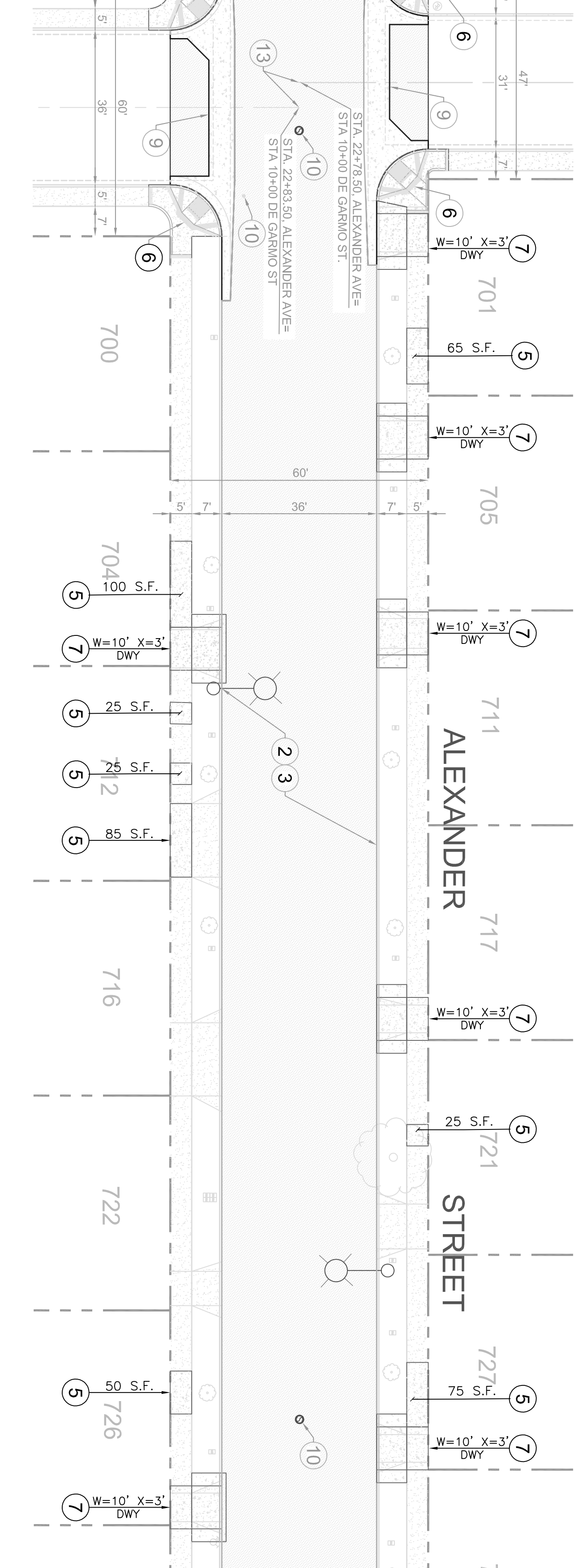
2018-2019 ANNUAL STREET RESURFACING PROJECT		PLAN NO.
LAZARD STREET FROM FOURTH STREET FROM GLENOAKS BLVD		P-726
CITY OF SAN FERNANDO		SHEET 5 OF 22



STATION 16+00 - MATCH LINE
SEE LEFT BELOW



STATION 22+50 - MATCH LINE
SEE LEFT BELOW



STATION 26+25 - MATCH LINE
SEE SHEET 7

LEGENDS

- W WATER LINE
- W WATER VALVE
- W WATER HYDRANT
- S SEWER MANHOLE
- S STREET SIGN
- T PROPOSED TREE
- W WATER METER BOX
- G GAS VALVE
- G GAS METER
- G GAS LINE
- G PROPOSED PCC
- G PROPOSED COLD MILL AND OVERLAY (2/3)
- G SLURRY SEAL (2)
- R ROW LINE
- S STORMDRAIN MANHOLE

CONSTRUCTION NOTES

- PROTECT IN PLACE.
- COLD MILL 1.5-INCH THICK EXISTING PAVEMENT.
- CONSTRUCT 1.5-INCH THICK PAVEMENT ARM-60-C (PG 64-16).
- CONSTRUCT SPEED HUMP PER DETAIL ON SHEET 1.
- REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPWIC STD. PLAN 113-2.
- REMOVE EXISTING RAMP/SIDEWALK AND CONSTRUCT PCC CURB RAMP PER SPWIC STD. PLAN 111-5 WITH TRUNCATED DOWNS.
- REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC DRIVEWAY APPROACHES PER SPWIC STD. PLAN 110-2.
- REMOVE, DISPOSE AND CONSTRUCT PCC 8-INCH CURB AND 24-INCH GUTTER PER SPWIC STD. PLAN 120-2.
- CONSTRUCT PCC LONGITUDINAL CROSS GUTTER PER SPWIC STD. PLAN 122-2.
- ADJUST MANHOLE FRAME AND COVER TO GRADE PER SPWIC STD. PLAN 205-2.
- ADJUST EXISTING WATER/GAS VALVE CAN AND LID OR WATER/GAS METER BOX TO GRADE.
- CONSTRUCT SLURRY SEAL TYPE 2.
- RE-ESTABLISH EXISTING STREET MONUMENTATION.

7/15/19

Know what's below.
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NUMBER	DATE	INITIALS	APP'D.

BENCH MARK:

SAN FERNANDO
PUBLIC WORKS DEPARTMENT

YING KWAI P.C. CONSULTING CITY ENGINEER ROC 42418

SUBMITTED BY:

JOAQUIN CERVANTES, P.E.

PLANS PREPARED UNDER THE SUPERVISION OF:
MANUEL FABIAN
CONSULTING CIVIL ENGINEERS
18800 AVALON RD., SUITE B13
VANUET, CA 91789
(909) 691-4815 / (909) 691-5913 FAX

DATE: JC 4/20/2017
DESIGN BY: DC 4/20/2017
DRAWN BY: CA 5/30/2017
CHECKED BY:

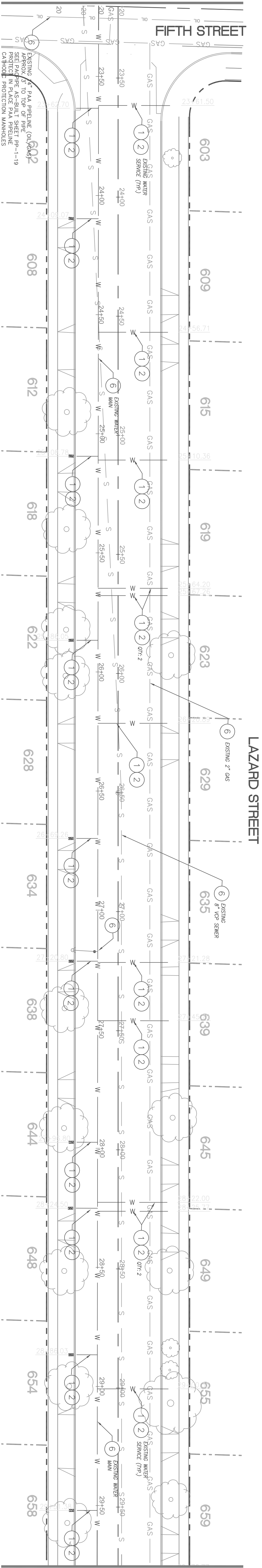
2018-2019 ANNUAL STREET RESURFACING PROJECT

ALEXANDER STREET
FROM LIBRARY STREET TO LUCAS STREET

PLAN NO.
P-726
SHEET 6 OF 22

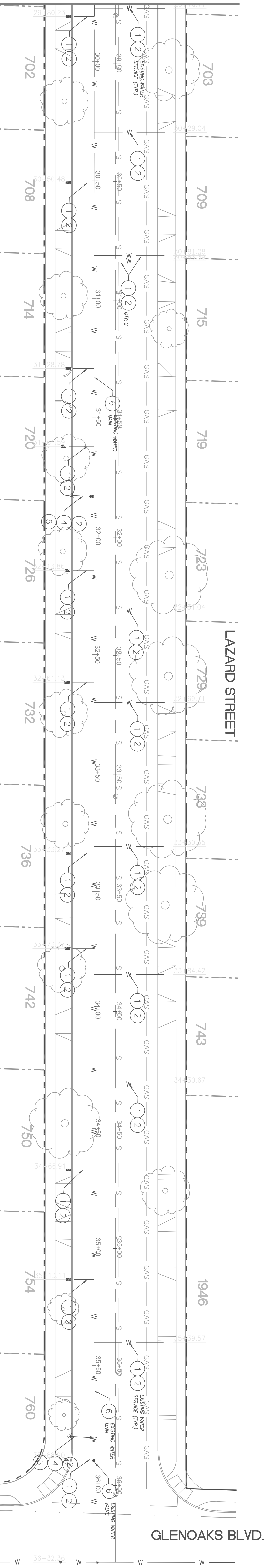
STATION 23+20 - MATCH LINE

SEE SHEET 9



STATION 29+75 - MATCH LINE
SEE BELOW LEFT

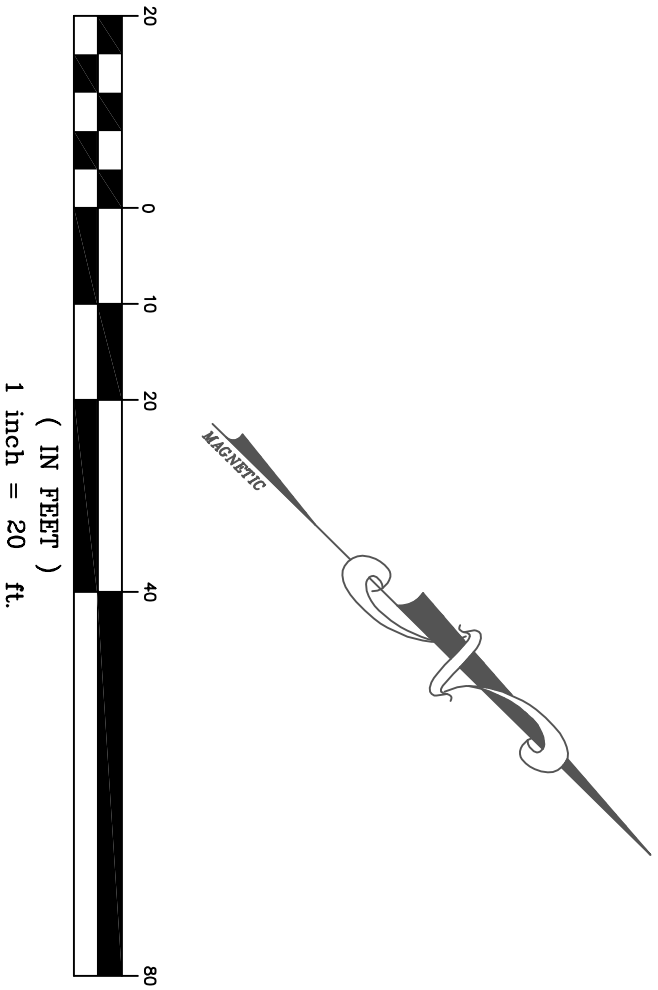
STATION 29+75 - MATCH LINE
SEE ABOVE RIGHT



WATER CONSTRUCTION NOTES:

- 1 REMOVE EXISTING WATER SERVICE & INSTALL 1" WATER SERVICE & METER BOX PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 19 AND PROTECT SPECIFICATIONS. 36" MINIMUM COVER.
- 2 REPLACE AC PAVEMENT, BASE & BACKFILL PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 3 AND PROTECT SPECIFICATIONS.
- 3 REMOVE EXISTING AND INSTALL 6" RESILIENT WEDGE GATE VALVE PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 8 AND PROTECT SPECIFICATIONS.
- 4 REMOVE EXISTING & INSTALL FIRE HYDRANT ASSEMBLY PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 11 AND PROTECT SPECIFICATIONS.
- 5 INSTALL THRUST BLOCK PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 17, 17A, 18 AND 18A.
- 6 PROTECT IN PLACE

WATER SERVICE LATERAL REPLACEMENT



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SAN FERNANDO
PUBLIC WORKS DEPARTMENT

Ying Kwan
YING KWAN, P.E., CONSULTING CITY ENGINEER, RCE 42418

DATE _____

SUBMITTED BY: *Manuel Faran*
MANUEL FARAN

PLANS PREPARED UNDER THE SUPERVISION OF: *Jose L. Hernandez*
JOSE L. HERNANDEZ, JR., P.E.

DATE: _____

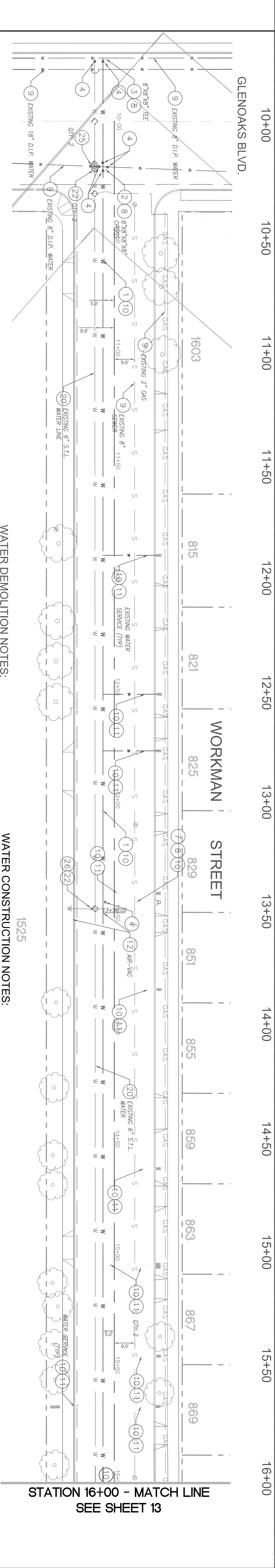
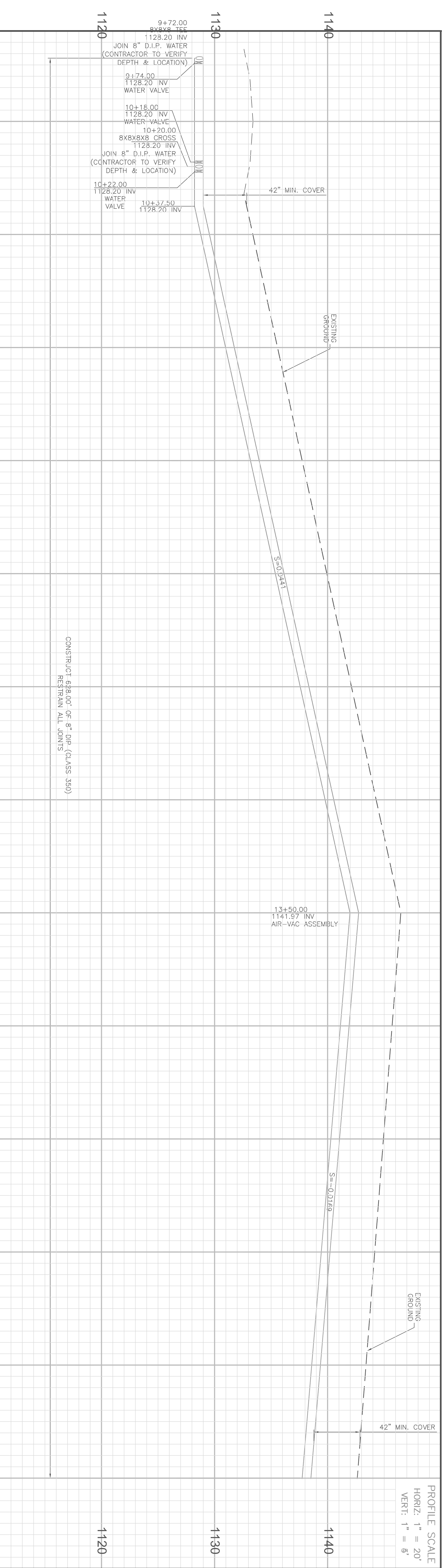
DESIGN BY: JC 4/20/2017
DRAWN BY: DC 4/20/2017
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2018-2019 ANNUAL STREET RESURFACING PROJECT

LAZARD STREET
FROM FIFTH STREET TO GLENOAKS BLVD

PLAN NO. **P-726**

SHEET 10 OF 22




WATER DEMOLITION NOTES:

- ABANDON EXISTING WATERLINE (SIZE/TYPE PER PLAN) AND INTERFERING SERVICES PER CITY WATER CONSTRUCTION STANDARDS & PROJECT SPECIFICATIONS.
- ABANDON EXISTING 8"x8"x8" DI TEE PER CITY WATER CONSTRUCTION STANDARDS & PROJECT SPECIFICATIONS.
- ABANDON EXISTING 6" GATE VALVE PER CITY WATER CONSTRUCTION STANDARDS & PROJECT SPECIFICATIONS.
- ABANDON EXISTING 8"x6"x6" DI TEE PER CITY WATER CONSTRUCTION STANDARDS & PROJECT SPECIFICATIONS.
- REMOVE EXISTING DI CROSS PER CITY WATER CONSTRUCTION STANDARDS & PROJECT SPECIFICATIONS.
- ABANDON EXISTING 6" GATE VALVE PER CITY WATER CONSTRUCTION STANDARDS & PROJECT SPECIFICATIONS.
- REMOVE EXISTING HYDRANT AND SALVAGE TO THE CITY

WATER CONSTRUCTION NOTES:


- CONSTRUCT 8" D.I.P. (CLASS 350) WATER PIPELINE & BEDDING PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 3 AND PROJECT SPECIFICATIONS.
- INSTALL DI CROSS (PER PLAN) FLG X FLG X FLG X PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 7.
- INSTALL DI TEE (PER PLAN) FLG X FLG X FLG X PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 7.
- INSTALL 8" GATE VALVE FLG X MJ PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 29A & PLATE NO. 8.
- INSTALL 8"x6"x6" DI FLG X FLG X FLG TEE PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 7.
- INSTALL 6" GATE VALVE FLG X MJ PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 29A & PLATE NO. 8.
- CONSTRUCT WEI-BARREL FIRE HYDRANT LINE AND ASSEMBLY AND CONNECT TO MAIN PER CITY WATER CONSTRUCTION STANDARDS AND SPECIFICATIONS PLATE NO. 11.
- INSTALL THRUST BLOCK PER CITY STANDARDS AND SPECIFICATIONS PLATE NO. 17, 17A, 18 AND 18A.
- PROTECT IN PLACE
- REPLACE AC PAVEMENT, BASE & BACKFILL PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 3 & PROJECT SPECIFICATIONS.
- REMOVE EXISTING WATER SERVICE & INSTALL 1" WATER SERVICE AND METER BOX PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 19 AND PROJECT SPECIFICATIONS. 36" MINIMUM COVER
- INSTALL AIR AND VACUUM RELEASE VALVE ASSEMBLY PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 14.
- INSTALL BLOW-OFF ASSEMBLY PER CITY WATER CONSTRUCTION STANDARDS PLATE NO. 12.

WATER MAIN REPLACEMENT



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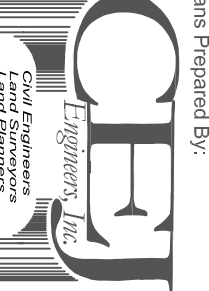
R E V I S I O N S			REVISION MARK
NUMBER	DATE	INITIALS	



PUBLIC WORKS DEPARTMENT

YANG KWAN LEE, CONSULTING CITY ENGINEER, REG. 42418

DATE



CONSULTING CIVIL ENGINEERS

18800 AVENUE 180, SUITE B13
VANUATU, CA. 91789
(920) 667-6670 (920) 667-6671 FAX

DESIGN BY: JC 4/20/2017

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2018-2019 ANNUAL STREET RESURFACING PROJECT

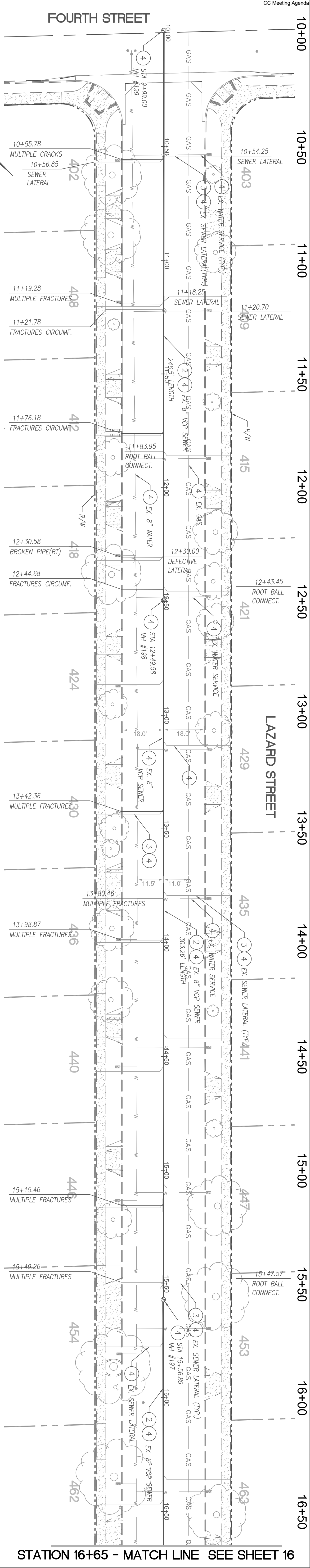
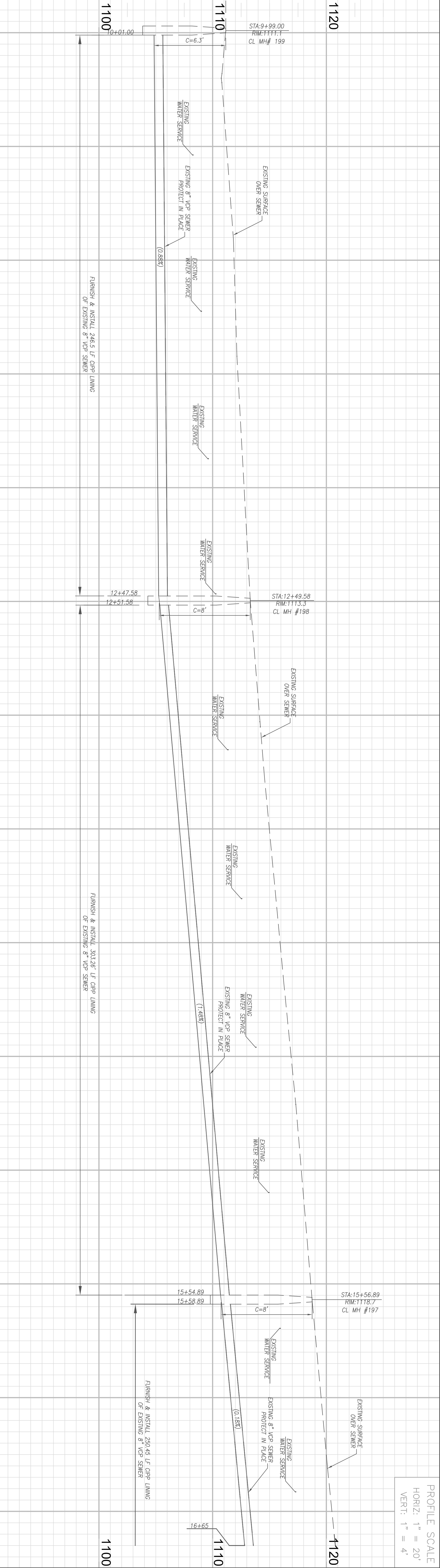
WORKMAN STREET
FROM GLENOAKS BLVD TO 7TH STREET

CITY OF SAN FERNANDO

PLAN NO. P-731

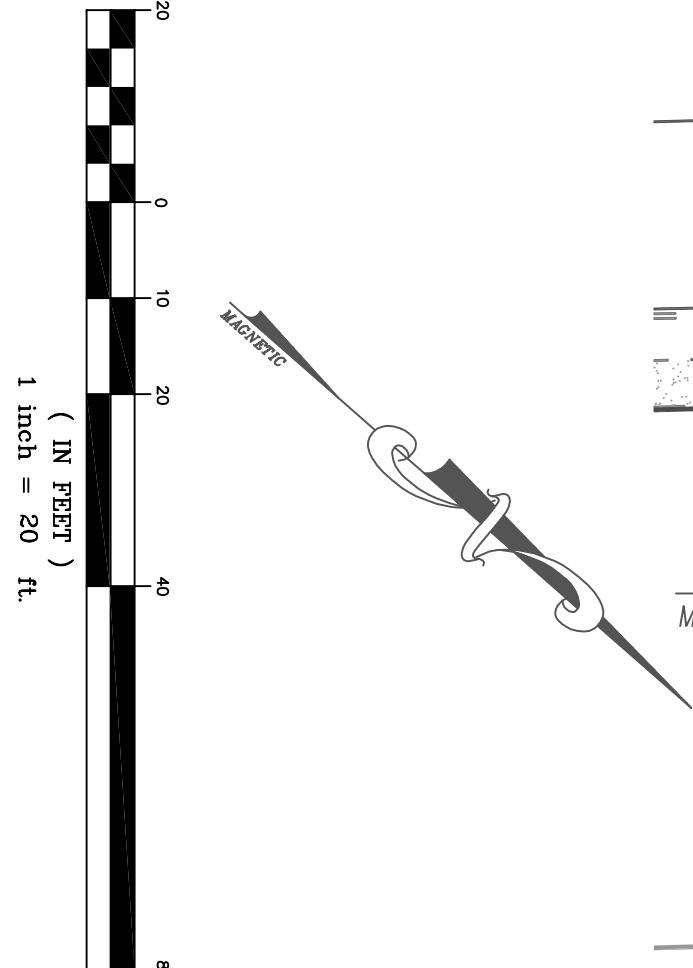
SHEET 12 OF 22

CC Meeting Agenda



- CONSTRUCTION NOTES**
- 1 FURNISH & INSTALL PIPE SLEEVE INTO EXISTING 8" VCP SEWER MAIN PER PROJECT SPECIFICATIONS
 - 2 FURNISH & INSTALL CIPP LINING OF EXISTING 8" VCP OR CONCRETE SEWER MAIN PER PROJECT SPECIFICATIONS
 - 3 REINSTATE EXISTING 6" V.C.P. HOUSE CONNECTION PER PROJECT SPECIFICATIONS
 - 4 PROTECT EXISTING IN PLACE

SEWER IMPROVEMENTS



7/15/19

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REVISIONS

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SAN FERNANDO
PUBLIC WORKS DEPARTMENT

YUNG KWAM, P.E., CONSULTING CITY ENGINEER, REG. 42418

DATE

MANUEL FABIAN
REGISTERED PROFESSIONAL ENGINEER
CITY OF SAN FERNANDO

PLANS PREPARED UNDER THE SUPERVISION OF:

DATE:

DESIGN BY: JC 4/20/2017

DRAWN BY: DC 4/20/2017

CHECKED BY: CA 5/20/2017

2018-2019 ANNUAL STREET RESURFACING PROJECT

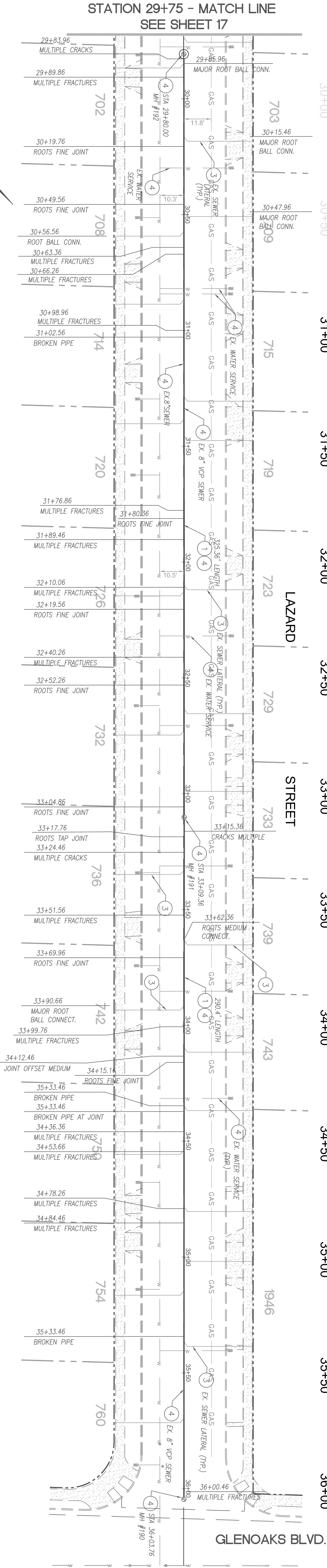
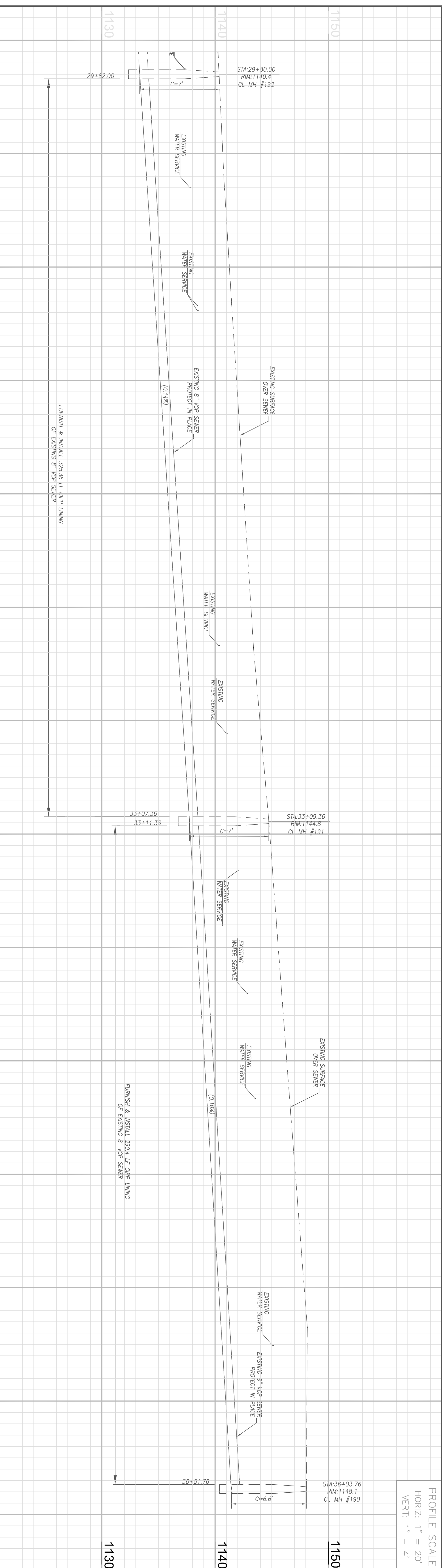
LAZARD STREET
FROM FOURTH STREET TO GLENOAKS BOULEVARD

CITY OF SAN FERNANDO

PLAN NO.

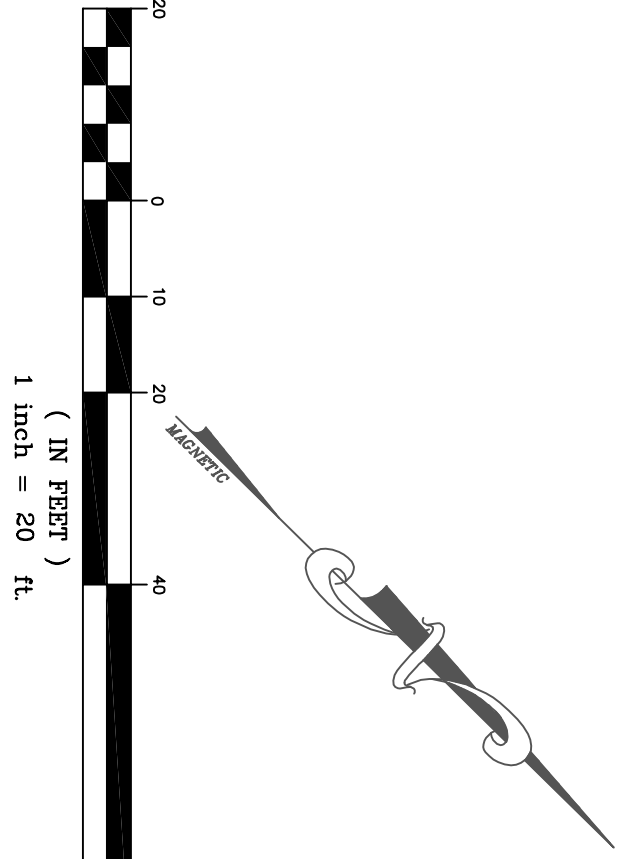
P-726

SHEET 15 OF 22



- CONSTRUCTION NOTES
- 1 FURNISH & INSTALL PIPE SLEEVE INTO EXISTING 8" VCP SEWER MAN PER PROJECT SPECIFICATIONS
 - 2 FURNISH & INSTALL CIPP LINING OF EXISTING 8" VCP OR CONCRETE SEWER MAN PER PROJECT SPECIFICATIONS
 - 3 REINSTATE EXISTING 6" VCP HOUSE CONNECTION PER PROJECT SPECIFICATIONS
 - 4 PROTECT EXISTING IN PLACE

SEWER IMPROVEMENTS



REVISIONS				BENCH MARK:
NUMBER	DATE	INITIALS		




SAN FERNANDO
PUBLIC WORKS DEPARTMENT

YING KWAN, P.E., CONSULTING CITY ENGINEER - RCE 42418

DATE

SUBMITTED BY:

MANUEL FERRAN



PLANS PREPARED UNDER THE SUPERVISION OF:

JOSQUIN CERVALES, JR., P.E.

Plans Prepared By:

CH2
Consulting Engineers

1800 ALVARO BL., SUITE B13
LOS ANGELES, CA 90044
(800) 957-4875 / (213) 697-6974 FAX

DESIGN BY: JC 4/20/2017

DRAWN BY: DC 4/20/2017

CHECKED BY: CA 5/30/2017

2018-2019 ANNUAL STREET RESURFACING PROJECT

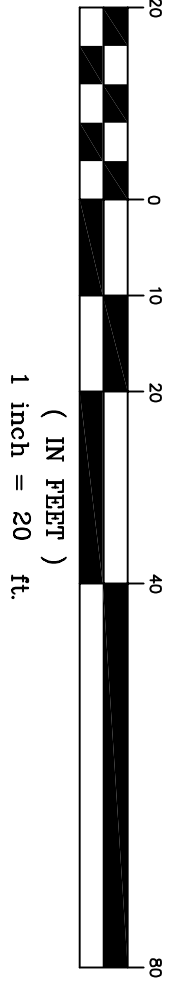
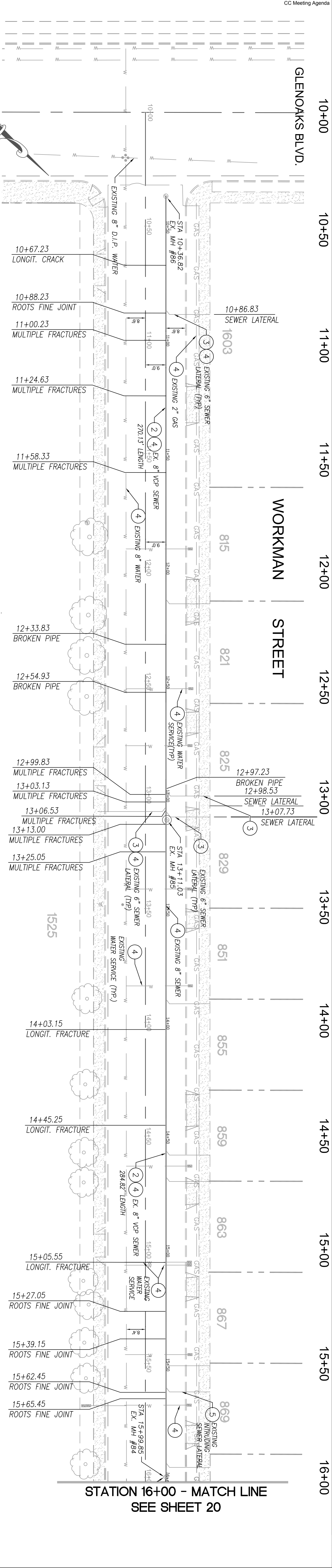
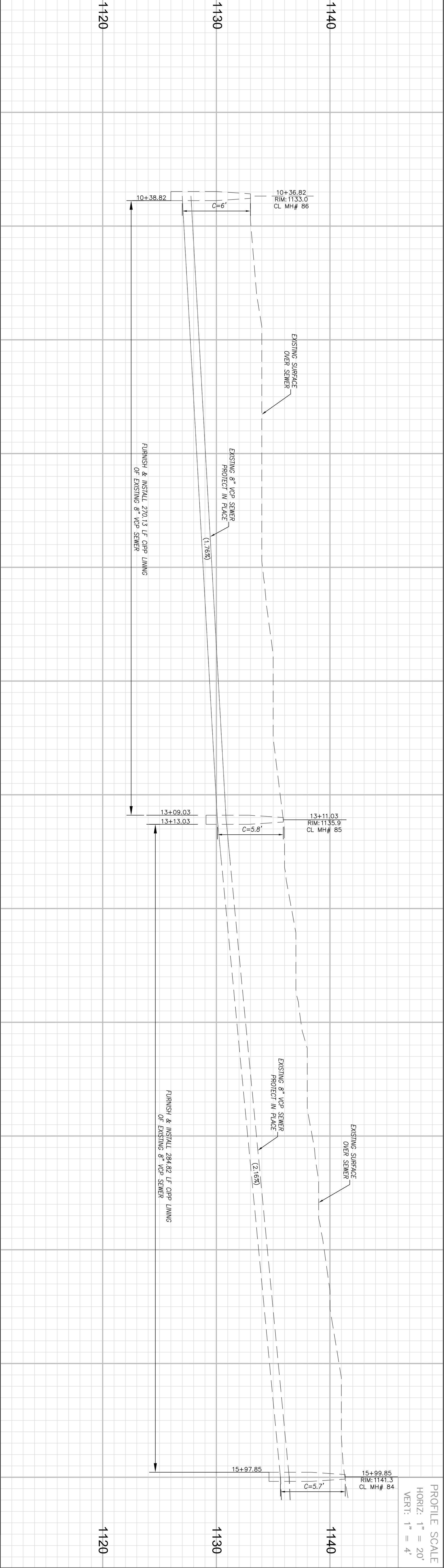
LAZARD STREET

FROM FOURTH STREET TO GLENOAKS BOULEVARD

PLAN NO.

P-726

SHEET 18 OF 22



- ### CONSTRUCTION NOTES
- 1 FURNISH & INSTALL PIPE SLEEVE INTO EXISTING 8" VCP SEWER MAIN PER PROJECT SPECIFICATIONS
 - 2 FURNISH & INSTALL CPV Lining OF EXISTING 8" VCP OR CONCRETE SEWER MAIN PER PROJECT SPECIFICATIONS
 - 3 RENSAPATE EXISTING 6" VCP HOUSE CONNECTION PER PROJECT SPECIFICATIONS
 - 4 PROTECT EXISTING IN PLACE
 - 5 REMOVE PROTRUDING EXISTING SEWER LATERAL PRIOR TO CPV Lining OR PIPE SLEEVE

SEWER IMPROVEMENTS

811

Know what's below.
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7/15/19

PROJECT NUMBER: DATE: MINUS: APP'D:

REVIEW: DATE: MINUS: APP'D:

BENCH MARK:

DATE:

SAN FERNANDO

PUBLIC WORKS DEPARTMENT

YING KWAN, P.E., CONSULTING CIVIL ENGINEER, RCE 42416

DATE:

CONSULTING CIVIL ENGINEERS

MANUEL FERRAN

IRVING, CA 92618

(926) 890-1521 / (926) 890-1522

DATE:

DESIGN BY: JC 4/29/2017

DRAWN BY: DC 4/29/2017

CHECKED BY: CA 5/29/2017

PLANS PREPARED UNDER THE SUPERVISION OF:

JOAQUIN CERVANTES, JR., P.E.

DATE:

DESIGN BY: JC 4/29/2017

DRAWN BY: DC 4/29/2017

CHECKED BY: CA 5/29/2017

2018-2019 ANNUAL STREET RESURFACING PROJECT

WORKMAN STREET

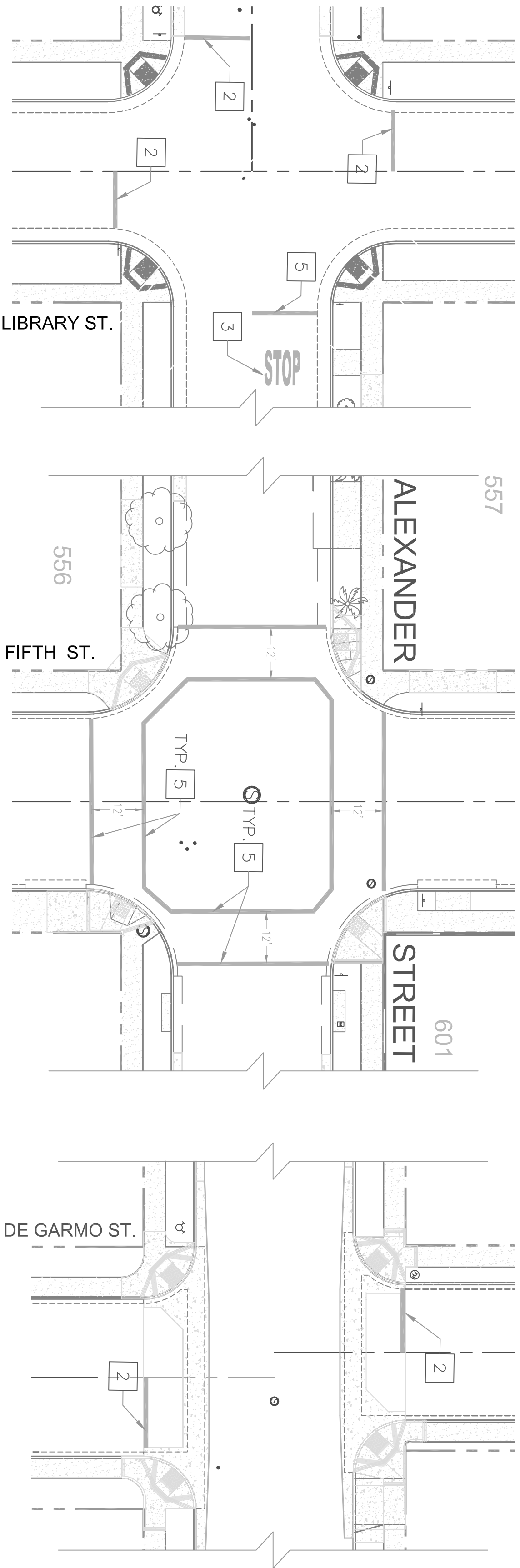
FROM GLENDALE BOULEVARD TO SEVENTH STREET

CITY OF SAN FERNANDO

PLAN NO.

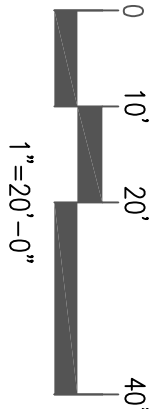
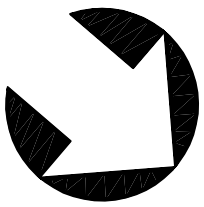
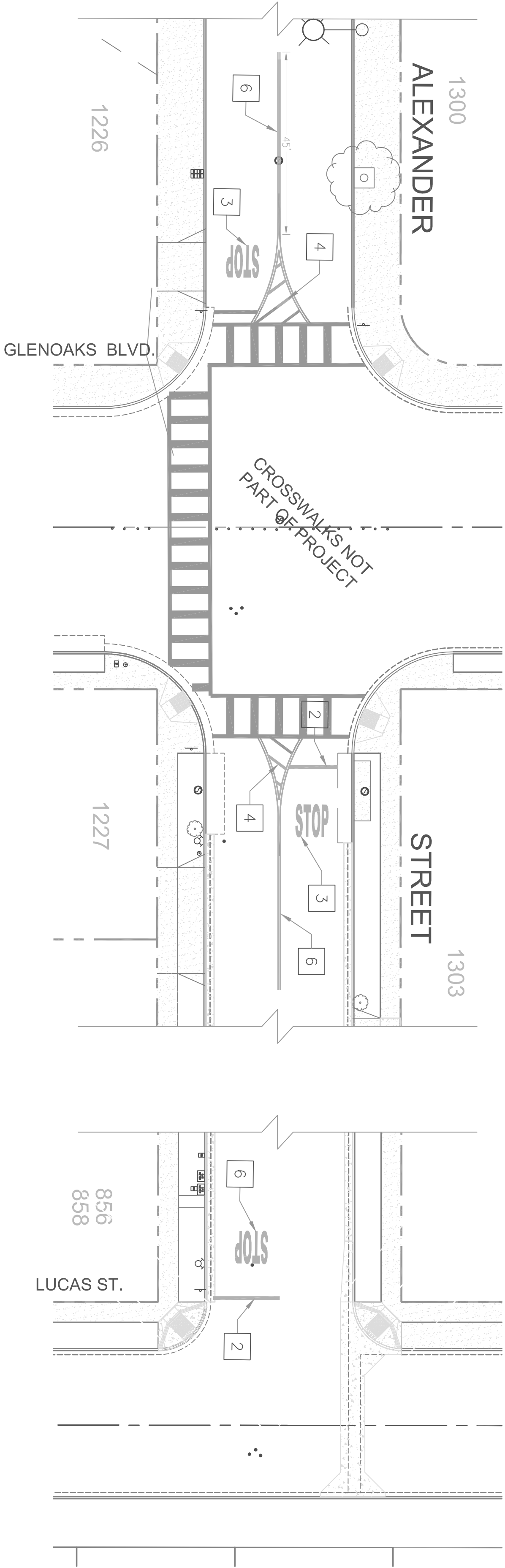
P-726


SHEET 19 OF 22



STRIPING NOTES

- 1 INSTALL CALTRANS DETAIL 2 WITH 50' LONG SOLID BREAK LINES AT INTERSECTION.
- 2 INSTALL 12" WIDE WHITE LIMIT/CROSSWALK LINE.
- 3 INSTALL PAVEMENT MARKING AS SHOWN.
- 4 INSTALL 4" DIAGONAL LINES @ 4' O.C.
- 5 INSTALL 12" WIDE YELLOW LIMIT/CROSSWALK LINE.
- 6 INSTALL CALTRANS DETAIL 21.






Know what's below.
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NUMBER	DATE	INITIALS

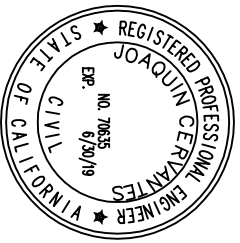
BENCH MARK:



SAN FERNANDO
PUBLIC WORKS DEPARTMENT

Ying Kwan, P.E.
CONSULTING CITY ENGINEER, RCE 42418

DATE




SUBMITTED BY: *Mande Fabian*

PLANS PREPARED UNDER THE SUPERVISION OF: *Joaquin Cervantes*, P.E.

DATE:

Plans prepared by:



CH CONSULTING CIVIL ENGINEERS
1880 AVANA RD., SUITE B13
(925) 957-9875 / (925) 957-2874 FAX

DESIGN BY: JC 4/20/2017
DRAWN BY: DC 4/20/2017
CHECKED BY: CA 5/30/2017

2018-2019 ANNUAL STREET RESURFACING PROJECT

ALEXANDER STREET
STRIPING PLAN

CITY OF SAN FERNANDO

PLAN NO.
P-726
SHEET **22** OF 22

**ATTACHMENT "B"**
CONTRACT NO. 1924**CONSTRUCTION CONTRACT/AGREEMENT****ANNUAL STREET RESURFACING PROJECT FY 2018-2019**
JOB NO. 7597, PLAN NO. P-726

THIS AGREEMENT, made and entered into this 15th day of July 2019, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and Excel Paving, Inc. "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 **ANNUAL STREET RESURFACING PROJECT FY 2018-2019 JOB NO. 7597, PLAN NO. P-726**, 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: **ANNUAL STREET RESURFACING PROJECT FY 2018-2019 JOB NO. 7597, PLAN NO. P-726** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated June 19, 2019.

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 Two Million Ninety-Four Thousand Seven Hundred Seventy-six Dollars and No Cents (\$ 2,094,776.00).

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 ninety (90) working days.

CONSTRUCTION CONTRACT/AGREEMENT**Annual Street Resurfacing Project FY 2018-2019, JOB NO. 7597, PLAN NO. P-726**Page 2 of 3

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 Dollars (\$1000.00) 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.

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

8. 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."

7. 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**Annual Street Resurfacing Project FY 2018-2019, JOB NO. 7597, PLAN NO. P-726**Page 2 of 3

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY MANAGER 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.

CONTRACTORBY

TitleBY

Title

CITY OF SAN FERNANDO
A Municipal Corporation

NICK KIMBALL
CITY MANAGER

ATTEST:

ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

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



**REQUEST FOR PROPOSALS
ANNUAL STREET RESURFACING PROJECT
FY 2018-2019**

Job No. 7597, Plan No. P-726

SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340

PROPOSAL DUE DATE: WEDNESDAY, JUNE 19, 2019 – 11:00 AM

No.	Company Name	Address	Date and Time Received	Cost
1	EC Construction	2213 Chico Ave. S. El Monte, CA 91733	10:47 am	\$2,189,808.08
2	Hardy & Harper Inc.	32 Rancho Circle Lake Forest, CA 92630	10:53 am	\$2,138,000.00
3	Palp, Inc DBA Excel Paving	2230 Lemon Ave. Long Beach CA 90806	10:53 am	\$2,094,776.00
4	All American Asphalt	PO Box 2229 Corona, CA 92878-229	10:53 am	\$2,126,995.00
5	Toro Enterprises Inc.	PO Box 6285 Oxnard, CA 93031	10:53 am	\$2,416,663.00
6				
7				
8				

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Kenneth Jones, Public Works Management Analyst

Date: July 15, 2019

Subject: Consideration to Adopt a Resolution for the Placement of Liens on Real Property for Non-Payment of Residential and Commercial Solid Waste Collection Services Billings

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, adopt Resolution No. 7940 (Attachment "A") authorizing the placement of a lien against real property as a special assessment on property tax bills for the collection of delinquent solid waste billings.

BACKGROUND:

1. On May 16, 2016, the City Council adopted Ordinance No. 1655, authorizing the placement of liens on real property for non-payment of solid waste collection billings. The City's ability to place delinquent sums on the tax roll is conditioned upon the local solid waste hauler having made multiple attempts to collect the invoice on their own by sending notice to the customer and later to both the customer and the owner of the property served by the solid waste account (in those instances where the customer and the property owner are different). After following the process prescribed by Government Code Sections 5473, 5473a and related statutes, the City Council, by resolution, may approve the placement of certain delinquent sums on the tax roll by 2/3 vote.
2. On June 3, 2019, the City Council approved Resolution No. 7923, declaring the City Council's intention to place liens on real property for non-payment of residential and commercial solid waste collection services billings and setting the date for a Public Hearing for July 15, 2019.

Consideration to Adopt a Resolution for the Placement of Liens on Real Property for Non-Payment of Residential and Commercial Solid Waste Collection Services Billings

Page 2 of 3

ANALYSIS:

Customers that receive solid waste collection services are billed for such services by the City's franchise solid waste contractor. If a bill is not paid within 30 days, a reminder notice is sent. If payment is not received within 30 days following the reminder notice, a second notice of delinquency is sent. If an account remains unpaid 30 days following the second delinquency notice, delinquent a total of 90 days, the account can be submitted to the City for collection through the placement of a lien on the tax roll.

Following the issuance of required reminder notices, the City's franchise solid waste contractor, Republic Services, provided the City with a list containing 336 accounts (287 residential; 49 commercial) that were delinquent as of May 31, 2019. Subsequently, on June 3, 2019, the City Council approved Resolution No. 7923, setting a Public Hearing date for July 15, 2019 to consider the placement of liens on the tax roll for unpaid residential and commercial solid waste collection billings.

Placement of Liens.

Authority to collect delinquent solid waste fees on the tax roll is found under Health & Safety Code Section 5473 and 5473a. The City Council adopted Ordinance No. 1655 establishing procedures in accordance with these statutes that allow for the tax roll collection process to occur. In accordance with State and local guidelines, the following actions have been completed to satisfy noticing requirements:

- Mail Notice.

Notice was sent to both account holders and property owners during the week of June 10, 2019. Upon request, account information has been provided to either account holders or property owners relative to delinquent billing amounts. Notices indicate a final payment due date of July 5, 2019 for account holders to bring accounts current. Attachment "B" is a sample notice provided to account holders and/or property owners.

After sending notices to account holders and property owners, 74 residential accounts and 16 commercial accounts have either been brought current or entered into a payment plan. As of July 8, 2019, 213 residential accounts and 33 commercial accounts remain in a delinquent status.

- Public Notice and Annual Report.

Notice was published in the *San Fernando Valley Sun Newspaper* on June 20, 2019 and June 27, 2019, which included the time and place of the Public Hearing where the City Council will consider the placement of liens for non-payment of solid waste collection billings. Attachment "C" is a copy of the published Public Hearing notice and lien list. As stated in the Public Notice, "The written report describing each parcel of real property receiving solid

Consideration to Adopt a Resolution for the Placement of Liens on Real Property for Non-Payment of Residential and Commercial Solid Waste Collection Services BillingsPage 3 of 3

waste collection service for which payment is delinquent was made available for review at the Department of Public Works.”

Public Hearing.

The City Council can make modifications to the annual report of delinquent accounts prior to placement on the tax roll. This may occur if a customer/property owner is able to prove to the reasonable satisfaction of the City that the account was never delinquent or that there is an error in the report for which a correction is justified. Any modifications will need to be processed by August 5, 2019. On August 7, 2019, the final delinquent annual report list will be forwarded to the County of Los Angeles for inclusion on the tax roll.

BUDGET IMPACT:

The City will incur administrative costs associated with the preparation of the annual report, complying with noticing requirements and payment of sums to the County of Los Angeles for their role in collecting delinquent sums on the tax roll. To offset these costs, the City's Ordinance authorizes deduction of five percent from sums actually collected to cover the City's administration expenses prior to remitting collections to the solid waste hauler.

CONCLUSION:

It is recommended that the City Council approve Resolution No. 7940 authorizing the placement of liens on real property for non-payment of solid waste collection services billings.

ATTACHMENTS:

- A. Resolution No. 7940
- B. Mailing Notice
- C. Public Hearing/Lien List

ATTACHMENT "A"

RESOLUTION NO. 7940

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE FINAL FORM OF THE DELINQUENT CHARGES REPORT FOR PAST DUE AND PAYABLE ACCOUNTS FOR RESIDENTIAL AND COMMERCIAL MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES PROVIDED BY REPUBLIC SERVICES FROM APRIL 1, 2018, THROUGH MARCH 31, 2019 AND DIRECTING THAT THE SAME BE SUBMITTED TO THE LOS ANGELES COUNTY AUDITOR-CONTROLLER FOR COLLECTION ON THE PROPERTY TAX ROLL TAX YEAR 2019

WHEREAS, on the May 16, 2016, the City Council adopted Ordinance No. 1655 declaring that periodically the City shall, by resolution, order that liens be placed on real property for the collection of solid waste fees reported delinquent pursuant to delinquent solid waste account reports; and

WHEREAS, the City Council has received a report (the "Report") which was prepared in accordance with California Health and Safety Code Sections 5473 and 5473(a), containing a sufficiently detailed summary of information relating to certain delinquent accounts of Customers for municipal solid waste collection, recycling, transport and disposal services which are subject to collection pursuant to the provisions set forth in Ordinance 1655; and

WHEREAS, the City's staff has verified that all noticing requirements of Ordinance 1655, as relates to all accounts appearing in the Report, have been complied with; and

WHEREAS, on the June 3, 2019, the City Council adopted Resolution No. 7923, declaring its intention to set a public hearing to consider the placement of liens on real property for non-payment of residential solid waste collection services billings;

WHEREAS, on June 10, 2019, written notice was provided to all account holders and property owners by United States mail, with postage properly affixed, that on July 15, 2019 at 6:00 p.m., or as soon thereafter as possible, a public hearing shall be held to hear the above mentioned report and any objections or protests thereto. Said notice was mailed, as required by law, more than ten (10) days prior to the hearing. In addition, a list of the delinquent service addresses was published in the San Fernando Sun on June 20, 2019 and June 27, 2019, as required by California Health and Safety Code Section 5470-5474.10; and

WHEREAS, on July 15, 2019, the City conducted a public hearing in accordance with Health and Safety Code Section 5473a to identify delinquent residential municipal solid waste collection, transport, recycling and disposal service rate amounts, as more fully identified in the Report, payable for services rendered by Republic Services from April 1, 2018 through March 31, 2019; and

WHEREAS, the delinquent payable amounts shall be collected on the tax roll for the City and County Tax Year 2019-2020 in the same manner and at the same time with ad volorem property taxes.

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 hereby finds and determines that the City has given notice of publication to all interested persons of the public hearing as ordered by applicable law, and that on July 15, 2019 a full, fair and complete public hearing was conducted by the City Council on this matter as provided by applicable law. A copy of the proof of publication of the notice of the public hearing is on file as an official record of the Office of the City Clerk.

SECTION 2. The City Council hereby acknowledges receipt of a written Report, as attached hereto as Exhibit “A” and incorporated herein by this reference (the “Final Report”). The Final Report will incorporate the changes, corrections, modifications, exceptions and deletions to the Report based upon comments received by the City Council from interested persons during the public hearing on July 15, 2019.

SECTION 3. Pursuant to Health and Safety Code Sections 5473 and 5473a, the City Council hereby orders that the delinquent charges in the amounts indicated for each Customer in the Final Report, shall be collected for the City by the Los Angeles County Tax Collector on the 2019-2020 tax roll. The Los Angeles County Auditor Controller is hereby requested to enter the amounts of the delinquent charges as shown in the final Report against the respective lots or parcels of land as they appear on the current assessment roll.

SECTION 4. The City Council hereby authorizes and directs the Director of Public Works to make such additional administrative corrections to the Final Report as may be necessary or appropriate and to delete the name of each Customer from the Final Report, who may have completed payment in full of the delinquent amount by August 5, 2019, who is otherwise determined, in writing, by the Director of Public Works to be eligible for removal from the Final Report, prior to its certification and delivery to the Los Angeles County Auditor.

SECTION 5. The City Clerk, in cooperation with the Director of Public Works, is hereby authorized and directed to modify, if necessary, the Final Report, as may be modified pursuant to Section 5 of this Resolution, and certified as the Final Report for tax year 2019-2020 and filed with the Office of the Auditor-Controller of Los Angeles County, in the manner provided in Health and Safety Code Section 5473.4.

SECTION 6. The City Manager is hereby authorized and directed to execute any necessary or appropriate modification to the direct local assessment and collection agreement by and between Los Angeles County and the City as may be necessary or appropriate to facilitate the collection of the delinquent amounts as described in the Final Report on the tax roll for 2019-2020. The relevant information included in the Final Report shall be transmitted to the Auditor-Controller in an appropriate record format in order to facilitate such collection. Upon remittance

to the City of the charges identified in the Final Report which are collected by the County Tax Collector for each of the Customers identified in the Final Report, such amounts shall be remitted by the City to the Company, less the administrative fee and Franchise Fees and other fees due to the City.

SECTION 7. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or any part thereof, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of the Resolution or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more of these sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases or portions thereof, irrespective of the fact that any one or more of these sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may later be held or declared to be invalid.

SECTION 8. The Mayor shall sign this resolution, and the City Clerk shall attest and certify the passage and adoption thereof. The City Clerk shall cause a certified copy of this Resolution to be recorded in the Official Records of the County of Los Angeles.

PASSED, APPROVED, AND ADOPTED this 15th day of July, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

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 15th day of July, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

THE CITY OF SAN FERNANDO

ATTACHMENT "B"

CITY COUNCIL

Date

MAYOR
JOEL FAJARDOContact First Last Name
Address
City, State Zip CodeVICE MAYOR
SYLVIA BALLINRE: Address:
Account No.:
Parcel:

Amount Due: \$

COUNCILMEMBER
ROBERT C. GONZALES

Dear Property Owner(s):

COUNCILMEMBER
ANTONIO LOPEZ

Pursuant to Chapter 70 (Sections 5473 & 5473A) of the San Fernando Municipal Code, the City shall place a lien for unpaid refuse collection charges on real property if the owner(s) of the property served do not make payment directly to Consolidated Disposal Service, LLC. Consolidated's records indicate that the owner(s) of the property referenced above are delinquent in the payment of rubbish charges for the period of April 1, 2018 through March 31, 2019.

COUNCILMEMBER
HECTOR A. PACHECO

To avoid having a lien placed against your property for rubbish charges and collection costs, you must make payment directly to the City's Contractor (Consolidated) by **July 5, 2019**. **When making payment please mark "LIEN" on your payment envelope, as well as, your check/money order to help identify and record the payment. The contractor's address is as follows:**

**CONSOLIDATED DISPOSAL SERVICE, LLC.
12949 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90610
Phone: (562) 347-4016 FAX: (562) 347-4092**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that if you wish to protest the charges, you may attend a Public Hearing to be held at San Fernando City Hall, City Council Chambers, 117 MacNeil Street., San Fernando, **on July 15, 2019 at 6:00 pm**. All interested persons may attend and be heard at that time.

Sincerely,

Nick Kimball
City Manager

PLEASE TEAR ALONG DOTTED LINE ABOVE AND MAIL THIS PORTION WITH YOUR PAYMENT IN THE ENCLOSED ENVELOPE

Subject Property/Service Address:

Dollar Amount of Delinquent fees and Penalty:

\$ «Total__Tax_lien_letter»

Name and Phone Number of Company:

Consolidated Disposal Service

Providing Trash Collection Services:

(562) 347-4016

Account Number:

30902

Parcel Number:

«PARCEL»

IF PAYING BY CREDIT CARD OR DEBIT CARD, PLEASE FILL OUT BELOW. WE ALSO ACCEPT CHECKS BY PHONE

☐ MASTERCARD ☐ VISA ☐ AMERICAN EXPRESS ☐ ATM/DEBIT ☐ Security code on the back of
Credit card _____ (Security code must be included to process credit card payment)

**** WE WILL PROCESS YOUR PAYMENT OVER THE PHONE AT NO CHARGE BY CALLING 562 347 4016****

CARDHOLDER NAME:

CARDHOLDER ADDRESS:

ZIP:

CARD NUMBER:

EXPIRES:

SECURITY CODE:

SIGNATURE

AMOUNT PAID: \$

PUBLIC WORKS
DEPARTMENT117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1222

WWW.SFCITY.ORG

Your Return Mailing Address

Name: **San Fernando Sun**Address: **601 S. Brand Blvd. Suite 202**City: **San Fernando** State **CA** zip code: **91340****Proof of Publication –**

(2015.5 C.C.P.)

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

The undersigned says:

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years; and I am not a party to or interested in the notice published. I am the chief legal advertising clerk of the publisher of the

San Fernando Valley Sun

a newspaper of general circulation, printed and published weekly in the City of San Fernando County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California,

Under the date of 8-16, 1945

Case Number 503894

that the notice, of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement There of on the following dates, to-wit:

6/20/19 & 6/27/19

all in the year 2019. I certify (or declare) under penalty of perjury that the foregoing is true and correct. Dated at San Fernando California,

this 27th day of June, 2019

Signature,



ERICA RAMOS
SAN FERNANDO VALLEY SUN
601 S. BRAND BLVD., SUITE 202
SAN FERNANDO, CA 91340

**NOTICE OF PUBLIC HEARING
CITY COUNCIL
CITY OF SAN FERNANDO**

**PLACEMENT OF LIENS ON REAL PROPERTY FOR NON-PAYMENT
OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION
SERVICES BILLINGS AS OF JUNE 12, 2019 ON THE COUNTY TAX
ROLLS**

NOTICE IS HEREBY GIVEN that the City Council of the City of San Fernando, California, will hold a public hearing in the Council Chambers at City Hall, 117 Macneil Street, San Fernando, beginning at 6:00 p.m., on July 15, 2019 to consider the following:

Pursuant to Health and Safety Code Section 5473(a), a written report has been filed with the City Clerk of the City of San Fernando, containing a description of each parcel of real property receiving solid waste collection service for which payment is delinquent and containing the amount of delinquent solid waste collection service charges for each such parcel for the period ending May 1, 2019, computed in conformity with the charges prescribed in Chapter 70 of the San Fernando Municipal Code.

The purpose of the hearing is to determine whether the delinquent solid waste collection charges described in said report shall be collected on the tax roll in the same manner, by the same person and at the same time as, together with and not separately from, the general taxes of the City of San Fernando. This means that, if the delinquent charges are not paid in a timely manner, they may be assessed against the property and collected as a tax lien.

The written report describing each parcel of real property receiving solid waste collection service for which payment is delinquent is available for review at the Department of Public Works between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday, and Fridays between the hours of 8:00 a.m. and 5 p.m. Please contact the Department of Public Works at (818) 898-1222 if you would like to schedule an appointment to review the report of parcels that are currently delinquent in their payment of solid waste collection service fees.

If you wish to protest the charges you may respond to this notice verbally at the public hearing and/or in writing before the public hearing. Written comments can be made to the City Council by letter (for mail or hand delivery) to:

Elena G. Chávez, City Clerk
117 Macneil Street
San Fernando, CA 91340

An opportunity will be given at said hearing for all interested persons to be heard. Questions regarding this matter may be directed to Maria Padilla, Department of Public Works, (818) 898-1222.

Las personas interesadas tendrán la oportunidad de ser escuchadas durante la audiencia pública. Si tiene preguntas concernientes a este asunto, por favor llame al Departamento de Obras Públicas y comuníquese con Maria Padilla al (818) 898-1222.

To avoid having a lien placed against your property you must make payment directly to the City's contractor, Consolidated Collection Service by July 5, 2019. When making payment please write LIEN on your payment envelope as well as your check. The contractor's address is:

Consolidated Collection Service
12949 Telegraph Road
Santa Fe Springs, CA 90670
(800) 298-4898

L12151

Your Return Mailing Address

Name: **San Fernando Sun**
 Address: **601 S. Brand Blvd. Suite 202**
 City: **San Fernando** State **CA** zip code: **91340**

Proof of Publication –

(2015.5 C.C.P.)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The undersigned says:

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years; and I am not a party to or interested in the notice published. I am the chief legal advertising clerk of the publisher of the

San Fernando Valley Sun

a newspaper of general circulation, printed and published weekly in the City of San Fernando County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California,

Under the date of 8-16, 1945

Case Number 503894

that the notice, of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement There of on the following dates, to-wit:

6/20/19 & 6/27/19

all in the year 2019. I certify (or declare) under penalty of perjury that the foregoing is true and correct. Dated at San Fernando California,

this 27th day of June, 2019

Signature,



ERICA RAMOS
SAN FERNANDO VALLEY SUN
601 S. BRAND BLVD., SUITE 202
SAN FERNANDO, CA 91340

1	1000 KEWEN ST	1000 KEWEN ST	248.75
2	1001 FERMOORE ST	1001 FERMOORE ST	258.75
3	1002 SAN FERNANDO RD	1002 SAN FERNANDO RD	538.36
4	33000 ROLLING RANCH RD	1006 N BRAND BLVD	206.39
5	1007 5TH ST	1007 5TH ST	280.11
6	1010 FERMOORE ST	1010 FERMOORE ST	183.52
7	1012 KEWEN ST	1012 KEWEN ST	325.03
8	15840 VENTURA BLVD 310	1013 SAN FERNANDO RD	438.84
10	3915 LONGRIDGE AVE	1019 SAN FERNANDO RD	538.36
11	19850 ANADALE DR	1020 SAN FERNANDO RD	65.65
12	1021 MOTT ST	1021 MOTT ST	258.75
13	3915 LONGRIDGE AVE	021 SAN FERNANDO RD	193.62
15	1024 MOTT ST	1024 MOTT ST	258.75
16	18311 KINGSBURY ST	1025 OMELVENY AVE	258.75
17	1026 GRIFFITH ST	1026 GRIFFITH ST	258.75
18	1026 N HUNTINGTON ST	1026 N HUNTINGTON ST	158.52
19	1027 MOTT ST	1027 MOTT ST	258.75
20	1028 N BRAND BLVD	1028 N BRAND BLVD	208.75
21	1032 GRIFFITH ST	1032 GRIFFITH ST	120.14
22	4232 MURIETTA AVE	1032 SAN FERNANDO RD	200.00
23	4232 MURIETTA AVE	1034 SAN FERNANDO RD	41.98
24	595 SHREWSBURY AVE 208	1040 SAN FERNANDO RD	538.36
25	595 SHREWSBURY AVE 208	1044 SAN FERNANDO RD	639.68
26	1051 FERMOORE ST	1051 FERMOORE ST	36.11
27	1051 ORANGE GROVE AVE	1051 ORANGE GROVE AVE	100.00
28	828 S CARDINAL AVE	1062 N HUNTINGTON ST	206.39
29	696 WHISPERING OAKS PL	1076 N HUNTINGTON ST	258.75
30	2024 4TH ST	1081 N HUNTINGTON ST	115.14
31	1100 SAN FERNANDO RD	1100 SAN FERNANDO RD	1,101.08
32	1100 SAN FERNANDO RD	1102 SAN FERNANDO RD	842.94
33	1106 SAN FERNANDO RD	1106 SAN FERNANDO RD	538.36
34	PO BOX 672	1109 SAN FERNANDO RD	1,210.84
35	11522 GARRICK AVE	1110 LIBRARY ST	496.13
36	218 S BRAND BLVD	1110 SAN FERNANDO RD	540.51
38	1112 7TH ST	1112 7TH ST	457.50
39	904 VALLEY CREST ST	1114 8TH ST	310.03
40	601 S BRAND BLVD 3	1115 CELIS ST	96.97
41	14966 COBALT ST	1115 N BRAND BLVD	258.75
42	2140 W OLYMPIC BLVD 420	1115 SAN FERNANDO RD	1,032.47
44	1116 7TH ST	1116 7TH ST	183.52
45	8910 AMESTOY AVE	1118 HOLLISTER ST	258.75
47	9627 BURNET AVE	1120 GRIFFITH ST	164.09
48	1120 KEWEN ST	1120 KEWEN ST	71.76
49	1120 NEWTON ST	1120 NEWTON ST	258.75
50	PO BOX 672	1122 SAN FERNANDO RD	546.68
51	1128 NEWTON ST	1124 NEWTON ST	258.75
52	1124 WARREN ST	1124 WARREN ST	76.76
53	1125 KEWEN ST	1125 KEWEN ST	258.75
54	1129 SAN FERNANDO RD	1129 SAN FERNANDO RD	538.58
55	2829 WAGON TRAIN LN	1130 HOLLISTER ST	258.75
56	1200 OPAL ST 15	1130 SAN FERNANDO RD	886.44
57	1129 SAN FERNANDO RD	1131 SAN FERNANDO RD	334.14
58	1134 GRIFFITH ST	1134 GRIFFITH ST	258.75
59	1200 OPAL ST 15	1135 CELIS ST	680.33
60	1129 SAN FERNANDO RD	1135 SAN FERNANDO RD	451.63
61	1129 SAN FERNANDO RD	1139 SAN FERNANDO RD	237.83
62	13914 LEXICON AVE	1154 ORANGE GROVE AVE	81.76
63	1201 HARDING AVE	1201 HARDING AVE	286.11
64	1202 WARREN ST	1202 WARREN ST	76.76
65	1208 MOUNTAIN VIEW ST	1208 MOUNTAIN VIEW ST	238.75
66	121 N HUNTINGTON ST	121 N HUNTINGTON ST	258.75
67	563 S BRAND BLVD	1211 MOUNTAIN VIEW ST	258.75
68	13825 BRADLEY AVE	1212 HEWITT ST	206.39
69	1213 HEWITT ST	1213 HEWITT ST	316.74
70	1214 7TH ST	1214 7TH ST	258.75
71	1214 GRIFFITH ST	1214 GRIFFITH ST	258.75
72	12039 GERALD AVE	1223 4TH ST	258.75
73	1224-1226 MOTT ST	1224 MOTT ST	258.75
74	1224-1226 MOTT ST	1226 MOTT ST	378.68
75	32760 DORAMA AVE	1227 GLENOAKS BLVD	206.39
76	1227 HEWITT ST	1227 HEWITT ST	203.04
77	1227 HOLLISTER ST	1227 HOLLISTER ST	258.75
78	13922 REX ST	1230 MOTT ST	173.52
79	1233 8TH ST	1233 8TH ST	88.76
80	1235 GRIFFITH ST	1235 GRIFFITH ST	71.76
81	1241 CORONEL ST	1241 CORONEL ST	856.25
82	1247 HOLLISTER ST	1247 HOLLISTER ST	253.75
83	128 N ALEXANDER ST	128 N ALEXANDER ST	258.75
84	1299 WARREN ST	1299 WARREN ST	170.24

Your Return Mailing Address

Name: San Fernando Sun

Address: 601 S. Brand Blvd. Suite 202

City: San Fernando State CA zip code: 91340

Proof of Publication -

(2015.5 C.C.P.)

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

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San Fernando Valley Sun

a newspaper of general circulation, printed and published weekly in the City of San Fernando County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California,

Under the date of 8-16, 1945

Case Number 503894

that the notice, of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement There of on the following dates, to-wit:

6/20/19 & 6/27/19

all in the year 2019. I certify (or declare) under penalty of perjury that the foregoing is true and correct. Dated at San Fernando California,

this 27th day of June, 2019

Signature,



ERICA RAMOS
SAN FERNANDO VALLEY SUN
601 S. BRAND BLVD., SUITE 202
SAN FERNANDO, CA 91340

85	13045 HERRICK AVE	1304 PICO ST	98.92
86	1305 WARREN ST	1305 WARREN ST	201.32
87	1307 8TH ST	1307 8TH ST	258.75
88	1311 8TH ST	1311 8TH ST	73.52
89	13421 GLADSTONE AVE	1312 MOTT ST	258.75
90	1216 PHILLIPPI ST	1312 PHILLIPPI ST	258.75
91	12501 CHANDLER BLVD 204	1313 HOLLISTER ST	101.39
93	18325 KESWICK ST 13B	1316 KEWEN ST	258.75
94	PO BOX 1528	132 ORANGE GROVE AVE	120.14
95	1320 PHILLIPPI ST	1320 PHILLIPPI ST	291.11
96	10300 TOPEKA DR	1320 WARREN ST	163.53
97	1321 PHILLIPPI ST	1321 PHILLIPPI ST	130.14
98	637 N WORKMAN ST	1329 PICO ST	258.75
100	1330 PICO ST	1332 PICO ST	258.75
101	1355 WOODWORTH ST	1335 WOODWORTH ST	137.99
102	1336 KEWEN ST	1336 KEWEN ST	258.75
103	1338 KEWEN ST	1338 KEWEN ST	258.75
104	1339 KEWEN ST	1339 KEWEN ST	76.76
105	1345 OMELVENY AVE	1345 OMELVENY AVE	158.52
106	1346 HOLLISTER ST	1346 HOLLISTER ST	185.03
107	1349 HEWITT ST	1349 HEWITT ST	258.75
108	18449 ARMSTEAD ST	1400 GLENOAKS BLVD	1,861.58
110	14202 HUBBARD ST	14020 HUBBARD ST	158.52
111	1406 HEWITT ST	1406 HEWITT ST	258.75
112	1416 CELIS ST	1416 CELIS ST	158.75
113	1416 WARREN ST	1416 WARREN ST	258.75
114	1423 WOODWORTH ST	1423 WOODWORTH ST	161.88
115	8773 N MADSEN AVE	1424 HEWITT ST	258.75
116	1433 CORONEL ST	1433 CORONEL ST	71.76
117	1503 PICO ST	1503 PICO ST	258.75
118	1717 MAIN ST 2000	1516 5TH ST	78.72
119	1550 CORONEL ST	1550 CORONEL ST	258.75
120	1550 PICO ST	1550 PICO ST	325.03
121	13170 BRADLEY AVE	1600 8TH ST	83.75
122	917 5TH ST	1602 CORONEL ST	71.76
123	1602 WARREN ST	1602 WARREN ST	118.75
124	1608 PICO ST	1608 PICO ST	158.52
125	15730 SUPERIOR ST	1610 2ND ST	86.91
126	1611 FERMOORE DR	1611 FERMOORE DR	258.75
127	1615 GLENOAKS BLVD	1617 GLENOAKS BLVD	258.75
128	PO BOX 771	1619 4TH ST	258.75
129	1623 PICO ST	1623 PICO ST	258.75
130	1624 CORONEL ST	1624 CORONEL ST	258.75
131	1627 WARREN ST	1627 WARREN ST	151.73
132	1628 CORONEL ST	1628 CORONEL ST	153.04
133	1634 PICO ST	1634 PICO ST	258.75
134	1701 2ND ST	1701 2ND ST	155.58
135	1715 4TH ST	1715 4TH ST	43.38
136	1717 7TH ST	1717 7TH ST	229.26
137	PO BOX 3712	1719 GLENOAKS BLVD	285.75
138	14800 RINALDI ST	1720 1ST ST	989.91
139	1727 4TH ST	1727 4TH ST	258.75
140	1729 WARREN ST	1729 WARREN ST	120.14
141	1753 TRUMAN ST	1753 TRUMAN ST	463.48
142	1803 4TH ST	1803 4TH ST	258.75
143	22341 QUINTA RD	1805 KNOX ST	258.75
144	18856 NAU AVE	1807 1ST ST	926.75
145	1815 7TH ST	1815 7TH ST	325.03
146	1815 GLENOAKS BLVD	1815 GLENOAKS BLVD	225.03
147	1823 GLENOAKS BLVD	1823 GLENOAKS BLVD	120.14
148	1912 1ST ST	1912 1ST ST	98.98
149	1912 7TH ST	1912 7TH ST	258.75
150	1914 KNOX ST	1914 KNOX ST	258.75
151	1915 LUCAS ST	1915 LUCAS ST	57.50
152	1920 PHILLIPPI ST	1920 PHILLIPPI ST	258.75
153	1924 PHILLIPPI ST	1924 PHILLIPPI ST	258.75
154	1926 WARREN ST	1926 WARREN ST	158.52
155	1924 1ST ST	1932 1ST ST	160.44
156	1938 PHILLIPPI ST	1938 PHILLIPPI ST	120.14
157	1940 4TH ST	1940 4TH ST	325.03
158	1940 WARREN ST	1940 WARREN ST	258.75
159	1947 2ND ST	1947 2ND ST	258.75
160	1947 1ST ST	1947 FIRST ST	105.60
161	1952 KNOX ST	1952 KNOX ST	99.02
162	1958 CHIVERS ST	1958 CHIVERS ST	258.75
163	1964 WARREN ST	1964 WARREN ST	290.67
164	2002 4TH ST	2002 4TH ST	258.75
165	11840 DARBY AVE	2002 7TH ST	133.75
166	2007 PHILLIPPI ST	2007 PHILLIPPI ST	258.75
167	2010 7TH ST	2010 7TH ST	258.75

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all in the year 2019. I certify (or declare) under penalty of perjury that the foregoing is true and correct. Dated at San Fernando California,

this 27th day of **June, 2019**

Signature,



ERICA RAMOS
SAN FERNANDO VALLEY SUN
601 S. BRAND BLVD., SUITE 202
SAN FERNANDO, CA 91340

168	2013 7TH ST	2013 7TH ST	258.75
170	2019 KNOX ST	2019 KNOX ST	243.75
171	200 N MACLAY AVE	202 S MACLAY AVE	537.35
172	2020 DONNAGLEN AVE	2020 DONNAGLEN AVE	258.75
173	2021 WARREN ST	2021 WARREN ST	158.52
174	2027 CHIVERS ST	2027 CHIVERS ST	55.14
175	203 HARPS ST	203 HARPS ST	325.03
178	2030 7TH ST	2030 7TH ST	511.32
177	2033 7TH ST	2033 7TH ST	391.31
178	13381 CANYON RIDGE LN	2035 LUCAS ST	26.89
179	208 N MACLAY AVE	204 N MACLAY AVE	258.75
180	PO BOX 941	2043 CHIVERS ST	258.75
181	2048 8TH ST	2048 8TH ST	391.31
182	21705 PLACERITOS BLVD	211 HARDING AVE	248.75
184	214 ORANGE GROVE AVE	214 ORANGE GROVE AVE	341.74
186	220 N HUNTINGTON ST	220 N HUNTINGTON ST	258.75
187	222 N LAZARD ST	222 N LAZARD ST	258.75
188	223 N ALEXANDER ST	223 N ALEXANDER ST	211.39
189	17321 CAGNEY ST	227 HARPS ST	700.56
190	17321 CAGNEY ST	231 HARPS ST	367.78
191	300 N HUNTINGTON ST	300 N HUNTINGTON ST	325.03
192	301 N HUNTINGTON ST	301 N HUNTINGTON ST	298.11
194	6918 N MUSCATEL AVE	315 HARPS ST	656.25
195	5629 CALHOUN AVE	317 MACLAY AVE	1,082.57
196	514 NEWBURY RD	323 N MACNEIL ST	258.75
197	1580 NEWBURY RD STE 1	325 N MACNEIL ST	258.75
198	PO BOX 921845	328 HAGAR ST	76.78
199	PO BOX 921845	328 HAGAR ST	67.78
200	PO BOX 921845	328 HAGAR ST	59.43
201	861 W AVENUE 37	331 N MACNEIL ST	115.14
202	415 N LAZARD ST	415 N LAZARD ST	258.75
203	417 HARDING AVE	417 HARDING AVE	110.03
204	13303 PIERCE ST	423 1/2 HARPS ST	80.07
205	15850 DEVONSHIRE ST 100	424 N BRAND BLVD	71.78
206	428 N MACLAY AVE	424 N MACLAY AVE	203.83
207	428 NEWTON ST	428 NEWTON ST	76.10
208	25029 ATWOOD BLVD	433 N MACLAY AVE	258.75
209	433 N MACNEIL ST	433 N MACNEIL ST	243.75
210	11509 CARARRA LN	439 N ALEXANDER ST	114.18
211	17508 ROMAR ST	447 N MACLAY AVE	1,460.20
212	448 FAYECROFT ST	448 FAYECROFT ST	33.38
213	5179 LINDLEY AVE	452 N MACLAY AVE	428.19
214	454 N LAZARD ST	454 LAZARD ST	133.52
215	456 NEWTON ST	456 NEWTON ST	201.39
216	10903 TAMARACK AVE	464 FAYECROFT ST	163.52
217	502 HARPS ST	502 HARPS ST	269.55
218	504 GRISWOLD AVE	504 GRISWOLD AVE	258.75
219	8640 ENCINO AVE	507 1/2 WOLFSKILL	258.75
220	510 N HAGAR ST	510 N HAGAR ST	103.04
221	1603 PICO ST	513 GRISWOLD AVE	325.03
222	513 N MACLAY AVE	513 N MACLAY AVE	328.00
223	4335 VAN NUYS BLVD PMB18	518 LAZARD ST	286.11
224	520 FERMOORE ST	520 FERMOORE ST	218.19
225	521 N MEYER ST	521 MEYER ST	211.39
226	526 N HAGAR ST	526 N HAGAR ST	78.00
227	532 FERMOORE ST	532 FERMORE ST	107.27
228	532 N HUNTINGTON ST	532 N HUNTINGTON ST	258.75
229	540 FAYECROFT ST	540 FAYECROFT ST	71.78
230	556 JACKMAN AVE	556 JACKMAN AVE	216.56
231	563 S BRAND BLVD	557 S BRAND BLVD	258.75
232	559 JACKMAN AVE	559 JACKMAN AVE	30.00
233	561 S MACLAY AVE	581 MACLAY AVE	100.00
234	601 PICO ST	601 PICO ST	258.75
235	602 HOLLISTER ST	602 HOLISTER ST	173.52
236	603 FERMOORE ST	603 FERMOORE ST	109.02
237	603 ORANGE GROVE AVE	603 ORANGE GROVE AVE	263.75
238	601 PICO ST	603 PICO ST	258.75
239	603 S MACLAY AVE	603 S MACLAY AVE	258.75
240	605 HOLLISTER ST	605 HOLLISTER ST	86.78
241	605 S FOX ST	605 S FOX ST	286.11
242	607 KEWEN ST	607 KEWEN ST	258.75
243	603 S MACLAY AVE	607 MACLAY AVE	258.75
244	13965 BERMAX AVE	607 PICO ST	522.22
245	612 GRISWOLD AVE	612 GRISWOLD AVE	258.75
246	612 MOTT ST	612 MOTT ST	258.75
247	23705 VANOWEN ST 308	612 N MACLAY AVE	124.97
248	617 GRISWOLD AVE	617 GRISWOLD AVE	109.02
249	21541 NORDHOFF ST C	617 JESSIE ST	223.99
250	619 WOODWORTH ST	619 WOODWORTH ST	258.75
251	620 ORANGE GROVE AVE	620 ORANGE GROVE AVE	54.51

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this 27th day of June, 2019

Signature,



ERICA RAMOS
 SAN FERNANDO VALLEY SUN
 601 S. BRAND BLVD., SUITE 202
 SAN FERNANDO, CA 91340

327	850 FERMOORE ST	850 FERMOORE ST	98.75
328	856 N ALEXANDER ST	858 N ALEXANDER ST	258.75
329	860 N BRAND BLVD	860 N BRAND BLVD	258.75
330	PO BOX 4579 DEPT 176	861 ORANGE GROVE AVE	1,215.59
331	901 N BRAND BLVD	901 N BRAND BLVD	258.75
332	8222 MELROSE AVE 202	901 SAN FERNANDO RD	658.33
333	PO BOX 1124	903 CELIS ST	265.88
334	904 N MACNEIL ST	904 N MACNEIL ST	325.03
335	PO BOX 1124	905 CELIS ST	1,079.78
336	906 NEWTON ST	906 NEWTON ST	187.98
337	907 N BRAND BLVD	907 N BRAND BLVD	286.11
338	PO BOX 1124	910 SAN FERNANDO RD	538.36
339	14401 LAKESIDE ST	915 MACLAY AVE	52.70
340	17321 CAGNEY ST	918 GLENOAKS BLVD	258.75
342	920 DE GARMO ST	920 DE GARMO ST	115.14
343	929 GLENOAKS BLVD	925 GLENOAKS BLVD	79.28
344	925 GRISWOLD AVE	925 GRISWOLD AVE	325.03
345	925 ORANGE GROVE AVE	925 ORANGE GROVE AVE	258.75
346	1035 N MACNEIL ST	926 7TH ST	225.28
347	280 E 30TH ST	927 DE HAVEN ST	258.75
348	933 N BRAND BLVD	933 N BRAND BLVD	78.78
349	982 ORANGE GROVE AVE	982 ORANGE GROVE AVE	173.01
350	1617 KNOX ST	987 MACLAY AVE	528.00

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: July 15, 2019

Subject: Consideration to Approve a Fourth Amendment to the Professional Services Contract with Liebert Cassidy Whitmore to Continue to Provide Labor Negotiator Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Fourth Amendment to the Professional Services Agreement (Attachment "A" - Contract No. 1873(d)) with Liebert Cassidy Whitmore to amend the hourly rate to reflect the firm's current fee schedule; and
- b. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. Liebert Cassidy Whitmore (LCW) is a law firm specializing in California labor and employment law since 1980. LCW has offices in Los Angeles, San Diego, Fresno, San Francisco, and Sacramento and employs 85 staff attorneys.
2. LCW has been providing the City with special labor and employment law services since 2012. LCW has a Labor Relations Practice Group that specializes in negotiating labor agreements for public agencies.
3. On April 1, 2017, the Interim City Manager entered into an administrative contract (Exhibit "1") for Labor Negotiator Services for an amount not-to-exceed \$25,000 with LCW related to the forthcoming negotiations with the San Fernando Public Employees Association (SFPEA). The hourly rate set forth in the agreement for Attorney Adrianna Guzman's services is \$305 per hour.
4. The scope of services provided by LCW related to this Agreement include:

Consideration to Approve a Fourth Amendment to the Professional Services Contract with Liebert Cassidy Whitmore to Continue to Provide Labor Negotiator ServicesPage 2 of 3

- a. Memorandum of Understanding (MOU) review/audit to identify issues for legal compliance, provide suggestions to increase clarity and reduce ambiguity by improving contract language, and offer suggestions/alternatives to be considered in contract negotiations.
 - b. Training on costing labor contracts, compiling demographic data, preparing for impasse proceedings, and other training programs to develop skills for internal staff.
 - c. Strategy development and advice on key areas including Fair Labor Standards Act (FLSA) items, cost restructuring, pension issues, employee benefits, and discipline/appeal processes. Provide advice and consultation on the scope of meet and confer subjects and alternative approaches to manage meet and confer obligations.
 - d. Drafting contract language compliant with legal parameters and consulting on the preparation and presentation of proposals.
 - e. Conducting or reviewing salary/compensation survey data, market comparable agencies, and options for inclusion of information during the meet and confer process.
5. On November 16, 2017, the City Council approved a first amendment to the Agreement with LCW (Exhibit "2") to increase the not-to-exceed compensation from \$25,000 to \$50,000 due to extended negotiations with the San Fernando Public Employee Association/Service Employees International Union (SFPEA/SEIU) Local 721.
 6. On May 21, 2018, the City Council approved a second amendment to the Agreement with LCW (Exhibit "3") to increase the not-to-exceed compensation from \$50,000 to \$75,000 to include negotiations with the San Fernando Management Group (SFMG) and the San Fernando Police Civilians Association (SFPCA).
 7. On April 2, 2019, the City Council approved a third amendment to the Agreement with LCW (Exhibit "4") to amend the compensation terms of the contract with LCW to an amount annual not-to-exceed amount \$50,000 per year (rather than a cumulative amount).

ANALYSIS:

LCW provided negotiator services to assist the City with negotiations for successor MOUs with the SFPEA/SEIU Local 721 and SFMG. LCW is currently assisting the City with negotiations for successor MOUs with the San Fernando Police Officers' Association (SFPOA), San Fernando Police Management (SFPM) and the compensation resolution for Department Heads, all of which expired on June 30, 2019.

Consideration to Approve a Fourth Amendment to the Professional Services Contract with Liebert Cassidy Whitmore to Continue to Provide Labor Negotiator ServicesPage 3 of 3

As previously mentioned, the hourly rate set forth in the original Agreement for Attorney Adrianna Guzman's services is \$305 per hour, which is the rate for a Senior Associate. In October 2017, Adrianna Guzman was promoted to Partner with LCW, but continued to bill at the Senior Associate rate. The LCW's hourly rate for a Partner has been \$350 per hour since July 2016. LCW agreed to continue to bill at the Senior Associate rate through June 30, 2019. Effective July 1, 2019, the Adrianna's rate will be increased to \$350 per hour. Furthermore, LCW's rate for Partner increased again in July 2018 to \$370 per hour. LCW has agreed to bill at the 2016 Partner rate of \$350 per hour through January 1, 2020, at which time the Partner rate will increase to the current rate of \$370 per hour.

LCW's expertise and continued assistance is critical to finish negotiations with SFPOA, SFPM and Department Heads. In order to continue receiving labor negotiation services without interruption, staff is recommending amending the compensation terms of the contract with LCW to increase the hourly rate for Adrianna Guzman to \$350 per hour, effective July 1, 2019, then to \$370 per hour, effective January 1, 2020.

BUDGET IMPACT:

The City included \$100,000 in the General Fund for Labor Attorney Services in Fiscal Year 2019-2020, which includes the labor negotiation services, as well as special personnel and employment law matters that arise during the course of operations. Negotiations with all remaining groups are expected to be completed prior to December 2019. There are sufficient funds currently available to cover the increased cost of the Negotiation Services contract.

CONCLUSION:

Staff recommends approving the Fourth Amendment to the Labor Negotiator Services Contract with LCW to continue the services required to complete negotiation of a successor MOU with the SFPEA.

ATTACHMENT:

A. Contract No. 1873(d) with Exhibits 1 – 4



ATTACHMENT "A"
CONTRACT NO. 1873(d)

AMENDMENT PROFESSIONAL SERVICES AGREEMENT

LIEBERT CASSIDY WHITMORE

Labor Negotiator Services

THIS FOURTH AMENDMENT (hereinafter, "Fourth Amendment") to that certain agreement entitled "Professional Services Agreement – Labor Negotiator Services" administrative contract dated April 1, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 15th day of July, 2019 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Liebert Cassidy Whitmore, A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this Fourth Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This Fourth Amendment is made and entered into with respect to the following facts:

WHEREAS, exaction of the Master Agreement was executed by the Parties on April 1, 2017 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, a First Amendment was approved by the City Council at its meeting of November 6, 2017 under Agenda Item 3.

WHEREAS, a Second Amendment was approved by the City Council at its meeting of May 21, 2018 under Agenda Item 5.

WHEREAS, this Third Amendment was approved by the City Council at its meeting of April 2, 2019 under Agenda Item 6.

WHEREAS, this Fourth Amendment was approved by the City Council at its meeting of July 15, 2019 under Agenda Item ____.

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of the First and Second Amendments; and

WHEREAS, the Parties now wish to modify the Master Agreement by amending the hourly rate included in the Rates and Service Structure section of Exhibit "A" to increase the hourly rate for Adrianna Guzman to \$350 per hour, effective July 1, 2019, then to \$370 per hour, effective January 1, 2020.

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

Page 2 of 3

WHEREAS, the rate schedule for other LCW staff will be included in the Rates and Service Structure section.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The hourly rate for Adrianna Guzman set forth under the Rates and Service Structure Section of Exhibit "A" of the Master Agreement shall be increased to \$350 per hour, effective July 1, 2019, then to \$370 per hour, effective January 1, 2020.

SECTION 2. The hourly rates for other staff shall be set forth under the Rates and Service Structure Section of Exhibit "A" of the Master Agreement as follows:

Partners	\$350 - \$370
Senior Counsel	\$320
Associates:	\$210 - \$295
Labor Relations/Human Resources Consultant:	\$240
Paralegals:	\$130
Law Clerks:	\$130 - \$170

SECTION 3. Except as otherwise set forth in this Fourth Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Exhibit "A" of the Master Agreement notwithstanding, this Fourth Amendment, together with the Master Agreement, First Amendment, Second Amendment, and Third Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this Fourth Amendment, including any and all attachments to this Fourth Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the Fourth Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 4. The provisions of this Fourth Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this Fourth Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**Labor Negotiator Services**Page 3 of 3

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

CITY:**CONSULTANT:****City of San Fernando****Liebert Cassidy Whitmore**

By: _____

Nick Kimball, City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Richard Padilla, Assistant City Attorney



PROFESSIONAL SERVICES AGREEMENT

Liebert Cassidy Whitmore

Labor Negotiator Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of April 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Liebert Cassidy Whitmore, A Professional Corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of one (1) year commencing from Effective Date, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is included in as Exhibit A (hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$25,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the

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

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Personnel Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Adrianna Guzman to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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

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

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

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

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers,

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

III. INSURANCE

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

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

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- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if**

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

IV. INDEMNIFICATION

- 4.1 CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, and its officials, employees, agents and volunteers from and against any and all claims, damages, judgements, awards, losses and costs, including attorneys fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of COUNSEL or any of its officers, employees, volunteers, subcontractors or agents in the performance of this Contract, except such damage as is caused by the sole negligence or intentional misconduct of CITY or any of its officials, employees, agents or volunteers.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default,

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

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the

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following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

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- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Liebert Cassidy Whitmore
6033 West Century Blvd, 5th Floor
Los Angeles, CA 90045
Attn: J. Scott Tiedemann/Managing

CITY:

City of San Fernando
City Manager’s Office
117 Macneil Street
San Fernando, CA 91340

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Partner
Phone: (310) 981-2000
Fax: (310) 337-0837
Email: STiedemann@lcwlegal.com

Attn: City Manager
Phone: (818) 898-1203
Fax: (818) 365-8090

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of

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the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this

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Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

Page 16 of 16

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

CITY OF SAN FERNANDOBy: 

Nick Kimball, Interim City Manager

LIEBERT CASSIDY WHITMOREBy: Name: Brian P. WalterTitle: Secretary

Re: *LCW Proposal for Negotiations Services*

March 14, 2017

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- Represent the City at impasse proceedings, including preparation and representation through the impasse process, preparation of press releases, supervising media relations, meeting with elected officials, and making those appearances provided for by the City employee relations ordinance, as requested by the City.

Most of our negotiation work involves multiple units and we are adept at handling multiple concurrent negotiations. When possible we attempt to schedule meetings with various units back to back as to reduce travel time.

Rates and Service Structure

We understand the need to manage the cost of legal services and frequently work with clients to create budgets and cost strategies that suit them. Additionally, because our practice is statewide we share briefs, motions, points and authorities, research memos and opinion letters so that we do not research issues and principles of law that other members of the firm have recently worked on. Of course, we provide the most updated briefs and arguments in the course of our practicing efficiently and effectively. Invoices are payable upon receipt and due within 30 days.

Pricing offered on a time-and-materials basis would be based on the standard hourly rates listed below:

Adrianna Guzman \$305
Jeffrey Freedman \$350

Expenses

Unlike many firms, we do not bill for secretarial or word processing time or telephone charges. Facsimile transmissions are billed at the rate of \$.50 per page for outgoing faxes only. We make every effort to email documents rather than fax them. Copying is charged at fifteen cents (\$.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

Our firm bills for travel time at the attorney's hourly rate - for the time it takes to travel from the office to our client and back, or the time it takes from the attorney's residence to our client and back, whichever is less.

Retainer Option

We can also offer the City a retainer option. Our typical monthly retainer for negotiations is \$3,450 for the first unit and \$920 for each additional unit. The monthly hours are then capped based on the reduced hourly rate of \$290 for Adrianna Guzman or \$335 for Jeff Freedman. For example, if we were to negotiate one unit, the monthly rate would be \$3,450, which would cover an average of 11.9 hours of service per month (142.8 hours annually) for Adrianna or 10.3 hours of service per month (123.6 hours annually) for Jeff. Any time over the annual cap would be billed at the standard hourly rates.

Re: *LCW Proposal for Negotiations Services*

March 14, 2017

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The retainer covers preparation, telephone consultation, travel time, attendance at governing board meetings, and negotiations. It does not cover post-mediation proceedings, such as factfinding or interest arbitration. This is billed at the negotiator's standard hourly rates. This retainer would be in effect for an entire one year period, with the option to renew annually. Negotiations can also be billed hourly based on the attorney rate described above.

Conclusion

We welcome the opportunity to assist the City. We recognize that your purpose is to serve the needs of the community and so our goal is to help you achieve this mission. We are most rewarded when we have the opportunity to collaborate with our clients to create solutions that make them successful. We offer our commitment to the City to provide it with superior service, timely and efficient work product and professional people with whom to work.

If we can provide additional information or if you would like to interview the firm, please contact us.



EXHIBIT "2" CONTRACT NO. 1873(a)

FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

LIEBERT CASSIDY WHITMORE

Labor Negotiator Services

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – Labor Negotiator Services" administrative contract dated April 1, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 6th day of November, 2017 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Liebert Cassidy Whitmore, A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, execution of the Master Agreement was executed by the Parties on April 1, 2017 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing compensation Not-To-Exceed \$50,000 as a result of additional MOU negotiation services; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

WHEREAS, this First Amendment was approved by the City Council at its meeting of November 6, 2017 under Agenda Item 3.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-To-Exceed Sum set forth under Section 1.3(B) of the Master Agreement shall not exceed the budgeted aggregate sum of \$50,000.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY:**City of San Fernando**By: 

Alexander P. Meyerhoff, City Manager

CONSULTANT:**Liebert Cassidy Whitmore**By: Name: J. Scott TiebenmanTitle: Managing Partner**APPROVED AS TO FORM**By: 

Richard Padilla, Assistant City Attorney



SECOND AMENDMENT PROFESSIONAL SERVICES AGREEMENT

LIEBERT CASSIDY WHITMORE

Labor Negotiator Services

THIS SECOND AMENDMENT (hereinafter, "Second Amendment") to that certain agreement entitled "Professional Services Agreement – Labor Negotiator Services" administrative contract dated April 1, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 21st day of May, 2018 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Liebert Cassidy Whitmore, A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This Second Amendment is made and entered into with respect to the following facts:

WHEREAS, execution of the Master Agreement was executed by the Parties on April 1, 2017 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, a First Amendment was approved by the City Council at its meeting of November 6, 2017 under Agenda Item 3.

WHEREAS, this Second Amendment was approved by the City Council at its meeting of May 21, 2018 under Agenda Item 5.

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of the First and Second Amendments; and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing the compensation Not-To-Exceed \$75,000 as a result of additional MOU negotiation services; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-To-Exceed Sum set forth under Section 1.3(B) of the Master Agreement shall not exceed the budgeted aggregate sum of \$75,000.

SECTION 2. Except as otherwise set forth in this Second Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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Master Agreement notwithstanding, this Second Amendment, together with the Master Agreement and First Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this Second Amendment, including any and all attachments to this Second Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the Second Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this Second Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this Second Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY:**City of San Fernando**By:  6-7-18

Alexander P. Meyerhoff, City Manager

CONSULTANT:**Liebert Cassidy Whitmore**By: Name: Title: **APPROVED AS TO FORM**By: 

Richard Padilla, Assistant City Attorney



FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

LIEBERT CASSIDY WHITMORE

Labor Negotiator Services

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – Labor Negotiator Services" administrative contract dated April 1, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 6th day of November, 2017 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Liebert Cassidy Whitmore, A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, exaction of the Master Agreement was executed by the Parties on April 1, 2017 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing compensation Not-To-Exceed \$50,000 as a result of additional MOU negotiation services; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

WHEREAS, this First Amendment was approved by the City Council at its meeting of November 6, 2017 under Agenda Item 3.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-To-Exceed Sum set forth under Section 1.3(B) of the Master Agreement shall not exceed the budgeted aggregate sum of \$50,000.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

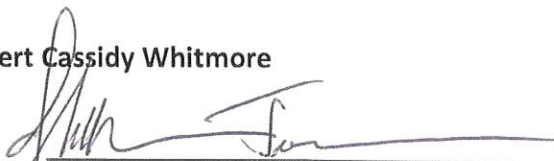
CITY:

City of San Fernando

By: 
Alexander P. Meyerhoff, City Manager

CONSULTANT:

Liebert Cassidy Whitmore

By: 
Name: J. Scott Tideman
Title: Managing Partner

APPROVED AS TO FORM

By: 
Richard Padilla, Assistant City Attorney

**EXHIBIT "A"****PROFESSIONAL SERVICES AGREEMENT****Liebert Cassidy Whitmore**

Labor Negotiator Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of April 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Liebert Cassidy Whitmore, A Professional Corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of one (1) year commencing from Effective Date, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is included in as Exhibit A (hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$25,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Personnel Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Adrianna Guzman to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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

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

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

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers,

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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

III. INSURANCE

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

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if**

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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

IV. INDEMNIFICATION

- 4.1 CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, and its officials, employees, agents and volunteers from and against any and all claims, damages, judgements, awards, losses and costs, including attorneys fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of COUNSEL or any of its officers, employees, volunteers, subcontractors or agents in the performance of this Contract, except such damage as is caused by the sole negligence or intentional misconduct of CITY or any of its officials, employees, agents or volunteers.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default,

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Labor Negotiator Services

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

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the

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following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Liebert Cassidy Whitmore
6033 West Century Blvd, 5th Floor
Los Angeles, CA 90045
Attn: J. Scott Tiedemann/Managing

CITY:

City of San Fernando
City Manager's Office
117 Macneil Street
San Fernando, CA 91340

PROFESSIONAL SERVICES AGREEMENT

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Partner
Phone: (310) 981-2000
Fax: (310) 337-0837
Email: STiedemann@lcwlegal.com

Attn: City Manager
Phone: (818) 898-1203
Fax: (818) 365-8090

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this

PROFESSIONAL SERVICES AGREEMENT**Labor Negotiator Services**Page 15 of 16

Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

(SIGNATURE PAGE TO FOLLOW)


PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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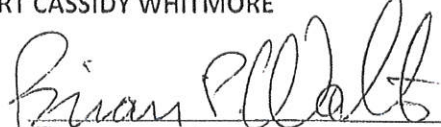
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO

By: 

Nick Kimball, Interim City Manager

LIEBERT CASSIDY WHITMORE

By: 
Name: Brian P. Walter
Title: Secretary

City of San Fernando

EXHIBIT "A"

Re: *LCW Proposal for Negotiations Services*

March 14, 2017

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- Represent the City at impasse proceedings, including preparation and representation through the impasse process, preparation of press releases, supervising media relations, meeting with elected officials, and making those appearances provided for by the City employee relations ordinance, as requested by the City.

Most of our negotiation work involves multiple units and we are adept at handling multiple concurrent negotiations. When possible we attempt to schedule meetings with various units back to back as to reduce travel time.

Rates and Service Structure

We understand the need to manage the cost of legal services and frequently work with clients to create budgets and cost strategies that suit them. Additionally, because our practice is statewide we share briefs, motions, points and authorities, research memos and opinion letters so that we do not research issues and principles of law that other members of the firm have recently worked on. Of course, we provide the most updated briefs and arguments in the course of our practicing efficiently and effectively. Invoices are payable upon receipt and due within 30 days.

Pricing offered on a time-and-materials basis would be based on the standard hourly rates listed below:

Adrianna Guzman\$305

Jeffrey Freedman\$350

Expenses

Unlike many firms, we do not bill for secretarial or word processing time or telephone charges. Facsimile transmissions are billed at the rate of \$.50 per page for outgoing faxes only. We make every effort to email documents rather than fax them. Copying is charged at fifteen cents (\$.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

Our firm bills for travel time at the attorney's hourly rate - for the time it takes to travel from the office to our client and back, or the time it takes from the attorney's residence to our client and back, whichever is less.

Retainer Option

We can also offer the City a retainer option. Our typical monthly retainer for negotiations is \$3,450 for the first unit and \$920 for each additional unit. The monthly hours are then capped based on the reduced hourly rate of \$290 for Adrianna Guzman or \$335 for Jeff Freedman. For example, if we were to negotiate one unit, the monthly rate would be \$3,450, which would cover an average of 11.9 hours of service per month (142.8 hours annually) for Adrianna or 10.3 hours of service per month (123.6 hours annually) for Jeff. Any time over the annual cap would be billed at the standard hourly rates.

City of San Fernando

Re: *LCW Proposal for Negotiations Services*

March 14, 2017

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The retainer covers preparation, telephone consultation, travel time, attendance at governing board meetings, and negotiations. It does not cover post-mediation proceedings, such as factfinding or interest arbitration. This is billed at the negotiator's standard hourly rates. This retainer would be in effect for an entire one year period, with the option to renew annually. Negotiations can also be billed hourly based on the attorney rate described above.

Conclusion

We welcome the opportunity to assist the City. We recognize that your purpose is to serve the needs of the community and so our goal is to help you achieve this mission. We are most rewarded when we have the opportunity to collaborate with our clients to create solutions that make them successful. We offer our commitment to the City to provide it with superior service, timely and efficient work product and professional people with whom to work.

If we can provide additional information or if you would like to interview the firm, please contact us.



EXHIBIT "4"
CONTRACT NO. 1873(c)

THIRD AMENDMENT PROFESSIONAL SERVICES AGREEMENT

LIEBERT CASSIDY WHITMORE

Labor Negotiator Services

THIS THIRD AMENDMENT (hereinafter, "Third Amendment") to that certain agreement entitled "Professional Services Agreement – Labor Negotiator Services" administrative contract dated April 1, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 2nd day of April, 2019 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Liebert Cassidy Whitmore, A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this Third Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This Third Amendment is made and entered into with respect to the following facts:

WHEREAS, execution of the Master Agreement was executed by the Parties on April 1, 2017 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, a First Amendment was approved by the City Council at its meeting of November 6, 2017 under Agenda Item 3.

WHEREAS, a Second Amendment was approved by the City Council at its meeting of May 21, 2018 under Agenda Item 5.

WHEREAS, this Third Amendment was approved by the City Council at its meeting of April 2, 2019 under Agenda Item 6.

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of the First and Second Amendments; and

WHEREAS, the Parties now wish to modify the Master Agreement by amending the compensation Not-To-Exceed \$50,000 per fiscal year as a result of additional MOU negotiation services; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

Page 2 of 2

SECTION 1. The Not-To-Exceed Sum set forth under Section 1.3(B) of the Master Agreement shall not exceed the aggregate sum of \$50,000 per fiscal year.

SECTION 2. Except as otherwise set forth in this Third Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this Third Amendment, together with the Master Agreement, First Amendment and Second Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this Third Amendment, including any and all attachments to this Third Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the Third Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this Third Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this Third Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY:

City of San Fernando

By: 

Nick Kimball, City Manager

CONSULTANT:

Liebert Cassidy Whitmore

By: Name: BRIAN P. WALTERTitle: PARTNER / SECRETARY**APPROVED AS TO FORM**By: 

Richard Padilla, Assistant City Attorney

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Kenneth Jones, Public Works Management Analyst

Date: July 15, 2019

Subject: Presentation on the City of San Fernando's Fixed-Route Trolley and Paratransit Programs from the Contracted Operator

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file a presentation on the City's fixed-route Trolley and Paratransit programs from the contracted operator, Parking Company of America; and
- b. Provide direction to staff, as appropriate.

BACKGROUND:

1. The City contracts with a professional transit services operator to provide a fixed-route trolley system to various stops throughout the City. This service supplements the fixed-route regional bus service provided by Metro.
2. The City also contracts with a professional transit services operator to provide paratransit services through the Mission City Transit program that is available to take San Fernando residents to approved medical sites outside the City limits.
3. On May 16, 2016, the City Council approved a five-year agreement with Parking Company of America (PCA) to provide public transportation services in the City through June 30, 2021. The agreement authorizes an additional two one-year extensions at the discretion of the City.
4. On July 1, 2016, PCA commenced with the management and operation of the City's transit system, which includes the Mission City Transit (MCT) and Trolley services.

Presentation on the City of San Fernando's Fixed-Route Trolley and Paratransit Programs from the Contracted Operator

Page 2 of 3

ANALYSIS:

Fixed Route Trolley Service.

The fixed route trolley service ("Trolley") services 28 locations city-wide that link the residential and commercial areas. A map of the fixed route is included as Attachment "A." The Trolley is available weekdays from 10 am to 4 pm and weekends from 11 am to 4 pm. The cost is \$0.25 per ride with an average headway of 20-25 minute intervals. Two vehicles service the Trolley route at all times during normal hours of operation. During Fiscal Year (FY) 2018-2019, the trolley service had a total ridership of 29,956.

Mission City Transit (Paratransit).

The MCT program is a shared curb-to-curb community service rather than a fixed route service. Residents may schedule service to pick up and drop off at a desired location within the City. Additionally, City residents may schedule service to approved medical sites outside of the City limits. There are two buses available (owned by PCA) and each one has the capacity for 14 passengers and two wheel chairs. Service hours are weekdays 7:30 am to 5:30 pm; service is not available on weekends. The cost of MCT transit service is as follows:

- \$0.50 – Senior Citizens Age 60+
- \$0.50 – Handicapped Persons
- \$0.75 – General Public

During FY 2018-2019, the MCT service had a total ridership of 4,655.

Notable Issues.

The most notable issue hampering the City's transit program is the age and condition of the two City-owned trolleys. Both trolleys are over 10 years old and considered well past their useful life. With mileage of 138,172 miles for Trolley No. 1 and 140,060 miles for Trolley No. 2, time out of service for repairs has become an ongoing occurrence. For example, from April 2018 through April 2019:

- Trolley No. 1 was out service a total 300 days (83.5% of the time)
- Trolley #2 was out of service a total of 146 days (34% of the time)
- Shuttles owned by PCA are used whenever trolleys are out of service for repairs.

The cost to repair and maintain the two trolleys and the related down time will continue to increase unless the City identifies funds to purchase new vehicles or explores alternate service options.

Presentation on the City of San Fernando's Fixed-Route Trolley and Paratransit Programs from the Contracted OperatorPage 3 of 3

BUDGET IMPACT:

The cost to operate the Trolley is approximately \$245,000 per year and is funded primarily using Prop A funds. Fare box revenue in FY 2018-2019 was less than \$7,500. The estimated cost to replace a Trolley with a comparable Trolley is approximately \$125,000.

The cost to operate the MCT is approximately \$320,000 per year and is funded using Prop C funds. Ridership revenue in FY 2018-2019 was less than \$2,600. The estimated cost to replace a paratransit van with a comparable vehicle is approximately \$88,000.

The City's total allocation of Prop A funds in FY 2019-2020 is \$497,710 and the City's total allocation of Prop C funds in FY 2019-2020 is \$412,838.

CONCLUSION:

It is recommended that the City Council receive and file presentation by Parking Company of America and provide direction to staff, as appropriate.

CONCLUSION:

A. Map of fixed route Trolley System

SAN FERNANDO TROLLEY ROUTE

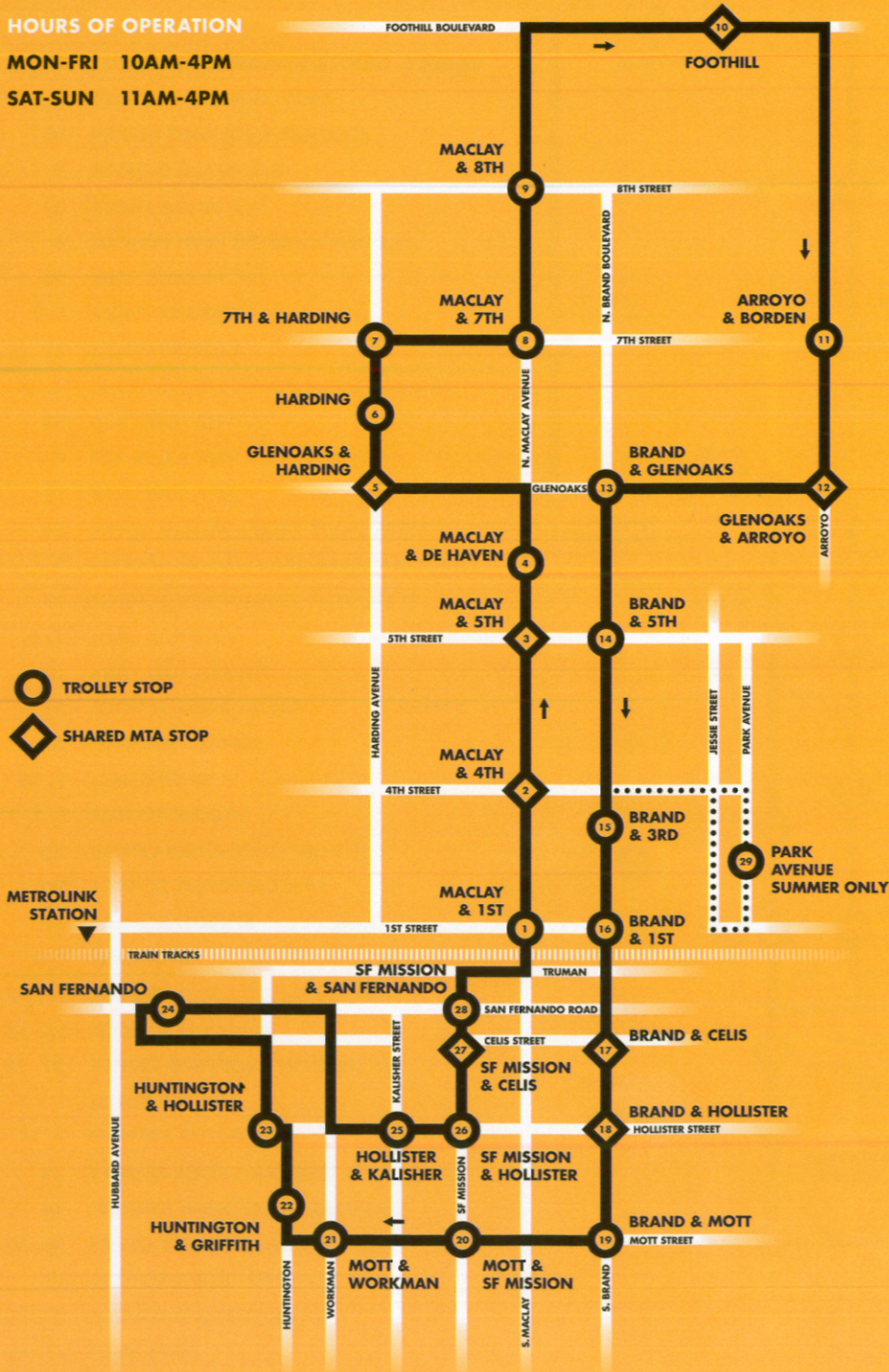
Your city. At your service.

THE CITY OF
SAN FERNANDO

HOURS OF OPERATION

MON-FRI 10AM-4PM

SAT-SUN 11AM-4PM



DESTINATION STOPS

CESAR E. CHAVEZ LEARNING ACADEMIES	11, 12
FIRST LUTHERAN SCHOOL	4
FOOTHILL SHOPPING CENTER	10
GLENOAKS SCHOOL	5
LA RINDA PLAZA	21
LAKEVIEW CHARTER HIGH SCHOOL	9
LAS PALMAS PARK	23
LIBRARY PLAZA	1, 2
MISSION PLAZA	1
MORNINGSIDE ELEMENTARY SCHOOL	3, 14
MTA LINES 230	20
MTA LINES 234	8
MTA LINES 292	13
NORTHEAST VALLEY HEALTH CLINIC	24
NUEVA ESPERANZA CHARTER SCHOOL	2
O'MELVENY ELEMENTARY SCHOOL	19
PIONEER PARK	5, 6, 7
RECREATION PARK	29
SANTA ROSA SCHOOL	21
SENIOR HOUSING	25
SF CITY HALL	1, 16
SF COURTHOUSE	1, 2, 15, 16
SF EARLY EDUCATION CENTER	20
SF ELEMENTARY SCHOOL	20
SF HIGH SCHOOL	19
SF LIBRARY	1, 2
SF MALL	17, 27, 28
SF MIDDLE SCHOOL	15, 16
SF MISSION SHOPPING CENTER	27, 28
SF PLAZA	1
SF POLICE STATION	1, 16
SF REGIONAL POOL FACILITY	29
SF-SYLMAR METROLINK STATION	24
SOCIAL SECURITY OFFICE	26, 27
ST. FERDINAND'S SCHOOL	17
ST. SIMON'S SCHOOL	3
SWAP MEET	11, 12
UNITED STATES POST OFFICE	17, 27
VISTA DEL VALLE ACADEMY	9



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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Anthony Vairo, Police Chief
Irwin Rosenberg, Police Sergeant

Date: July 15, 2019

Subject: Homeless Outreach Update in the City of San Fernando

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file the report from staff; and
- b. Discuss homeless issues in San Fernando and provide staff with direction.

BACKGROUND:

1. On January 22, 2019, the City participated in a one-day, citywide homeless count as part of the Los Angeles Homeless Services Authority's (LAHSA) 2019 Point in Time (PIT) count. The County-wide event took place between January 22, 2019 to January 24, 2019, to document the number of individuals and families experiencing homelessness in the County of Los Angeles.
2. The City's PIT count has been steadily increasing from 17 in 2015 to 32 in 2018. The 2019 count reflected no net growth in the City's homeless population, which remained at 32 homeless individuals.
3. LAHSA is the lead agency for the Los Angeles County Continuum of Care (LA CoC). LA CoC includes 85 cities and the unincorporated areas of the County of Los Angeles, excluding the cities of Glendale, Long Beach and Pasadena, as each of those three cities operate their own independent continuums. In 2019, the County-wide homeless count identified 58,936 people experiencing homelessness within the LA CoC area, which represents a 12 percent increase from 2018.

Homeless Outreach Update in the City of San FernandoPage 2 of 5

4. The PIT count includes four elements: Street Count, Shelter Count, Youth Count and Demographic Count. In the City, the results for 2019 reflected the following:
 - a) 12 homeless individuals over 24 years of age, no youth.
 - b) Five homeless individuals living in cars.
 - c) Seven homeless individuals living in vans.
 - d) Five homeless individuals living in Recreational vehicles.
 - e) Three homeless individuals residing in make shift shelters/tents.
5. The lack of affordable housing is driving the homeless issue statewide with areas across the state reporting an average increase in homelessness of 35% between 2017 and 2019. The County of Los Angeles is the least affordable housing market, per the Joint Center for Housing Studies of Harvard University report, the State of National Housing 2016. This same report indicated 721,000 in the County of Los Angeles households are severely rent burdened, spending over 50% of their income on rent.
6. Housing affordability has been further exacerbated since 2012 when California eliminated local redevelopment funding, which included a 20% set-aside that was required to be used for low/moderate income housing. This dedicated funding source was critical to constructing affordable housing as well as supplement rental voucher and other housing assistance programs.
7. According to the LAHSA report to the Los Angeles County Board of Supervisors on June 4, 2019, although LAHSA place 21,631 people in homes in 2018, an estimated 27,080 exited housing and became homeless. Consequently, the countywide homeless count increased by more 6,000 individuals in that same period.
8. The report also noted that in 2019, 75% of the County's homeless population are unsheltered and remain visible on the streets with youth homelessness increasing 24%, chronic homelessness increasing 17%, and senior homelessness increasing 8% between 2018 and 2019.
9. On June 5, 2019, Los Angeles Councilmembers Mike Bonin and Joe Buscaino introduced a motion proposing the City of Los Angeles investigate whether neighboring cities are complying with a 2018 court decision allowing unhoused residents to sleep on public property when other indoor housing is not available and directing the City Attorney's Office to explore legal options to force other cities to comply with the court decision.
10. On June 17, 2019, Mayor Fajardo asked staff to provide the City Council with an update on the City's efforts to address homelessness in the City.

Homeless Outreach Update in the City of San FernandoPage 3 of 5

ANALYSIS:

Similar to most communities in California, the City has experienced a dramatic increase in homeless individuals over the past five years. The increase from 17 in 2015 to 32 in 2019 represents an 88% increase over that time. Fortunately, there was no increase in the homeless count from January 2018 to January 2019, which remained at 32 persons experiencing homelessness, with none being youth or minors. Addressing the impact of homelessness on the community has become a priority for City staff and the San Fernando Police Department (SFPD).

Despite statements surrounding the proposed motion by the City of Los Angeles, SFPD has approached homelessness primarily as a social issue and not as a criminal activity. The majority of homeless related calls from the public are to report a homeless person sleeping or loitering in an encampment or a vehicle rather than engaging in criminal activity. However, there are instances that homeless individuals are engaging in illegal activity. Those instances are handled in the same manner as any other criminal activity in the City.

In addition to state imposed legislation that have exacerbated the homeless issue (e.g., elimination of low/moderate income housing funds and realignment of the criminal justice system that reduced many felonies to misdemeanors), there have been a number of recent court cases that have impacted how cities handle homeless people in the community. Among other changes, these court cases have made it more difficult for municipalities to dispose of personal property in the public right of way, restrict prolonged parking on public streets, and restrict camping in public areas unless alternative sheltering options are provided. There are also efforts by the federal government to limit housing subsidies to non-citizens, which will only add to the current epidemic.

In recognition of these changes, SFPD has taken a proactive role in coordinating events and offering pathways to services to get homeless people off the street and into a stable living environment. Since 2017, the City has worked with Los Angeles County Supervisor Sheila Kuehl's office and State Senate Majority Leader Robert Hertzberg's office to host three Homeless Connect Days that connect homeless service providers and public health providers with local homeless individuals to improve access to basic necessities, health services, and transitional housing assistance. These events have included vaccinations and public health screenings, vehicle registration assistance, warrant and citation forgiveness programs, housing referrals, and a host of other services. The three events held at Recreation Park and Las Palmas Park were very successful and provided services to more than 340 homeless individuals.

In May 2019, the SFPD received a grant award from Los Angeles County through the Los Angeles County Police Chief's Association (LACPCA) to fund a Homeless Services Outreach Team (HOST) detail. The funding was provided through Los Angeles County's Measure H (1/4 cent sales tax) and allowed the SFPD to provide two police officers in soft attire (a police polo shirt, jeans and duty belt) to contact 16 homeless individuals in the City during a four hour detail.

Homeless Outreach Update in the City of San FernandoPage 4 of 5

The Officers were accompanied by one Veteran Outreach Specialist from the Salvation Army and two Mental Health specialists from the Los Angeles County Department of Mental Health.

No persons were arrested or detained as the intent of this detail was to make contact in a non-threatening manner in an attempt to direct homeless persons to needed services and register them into the LA CoC Coordinated Entry System (CES). Once in the CES, homeless individuals receive assistance with essential services, housing and shelter. Seven of the 16 individuals contacted during the detail agreed to provide information to the outreach team members for follow up.

Outside of the HOST detail, SFPD Officers have access to referral information for local services available to homeless individuals. The informational pamphlets and brochures include guides on days and times for showers and mail services that are available in surrounding areas, as well as food banks and shelters during the winter months. Additionally, SFPD Officers are trained to prepare field interview cards that are entered into the Los Angeles County Homeless Outreach Portal (LAHOP) and generate an email to LA Family Housing for follow up.

In addition to the “boots-on-the-ground” efforts by the SFPD, City staff (including a SFPD representative) actively participates in the San Fernando Valley Council of Governments Homeless Coordination Committee and have met separately with key staff from a number of surrounding cities, including Burbank, Glendale and Santa Clarita. Since San Fernando does not have any staff dedicated to managing homeless services, the purpose of these meetings has been to seek information from other cities with staff expertise and knowledge on how the City can collaborate to obtain funding for homeless services and outreach. These meetings have resulted in a number of ideas for future consideration by staff and City Council.

Lastly, as previously mentioned, a primary driver of the current homeless crisis in California is the lack of affordable housing throughout the state. According to the SB35 Regional Housing Needs Assessment (RHNA) Determination for Los Angeles County produced in December 2018, San Fernando is one of only three Los Angeles County cities that are on target to meet prescribed RHNA targets for providing low and very low income housing units. San Fernando is doing its fair share to provide affordable housing in the City.

BUDGET IMPACT:

The City does not currently have any dedicated funding identified to address homeless issues. There may be some opportunities to partner with local service providers to secure Measure H funding for various efforts, similar to the HOST detail or Homeless Connect Days. Additionally, the City has some former Low/Moderate Income Housing funds that may be used to fund transitional housing vouchers or to participate in funding nearby sheltering operations. Staff will develop additional budget impacts based on City Council direction.

Homeless Outreach Update in the City of San FernandoPage 5 of 5

CONCLUSION:

The issues of homelessness are complex and the causes vary. However, it's important to remember that homelessness is not a crime. SFPD will continue to enforce the City ordinances and State laws to assure issues of public health and public safety are addressed while balancing this against the need to show empathy and compassion when dealing with people experiencing homelessness.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Anthony Vairo, Police Chief

Date: July 15, 2019

Subject: Consideration to Approve a Two-Year Extension with BearCom Inc., formerly known as Advanced Electronics, Inc., to Provide Radio Communication System and Wireless Broadband Network Maintenance Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an amendment to the Professional Services Agreement (Attachment "A" – Contract No. 1759) with BearCom Inc., formerly known as Advanced Electronics, Inc., to extend radio communication system and wireless broadband network maintenance services for an additional two years; and
- b. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. Since the 1950's, the Police Department has used various methods of communications, which includes the use of a two-way radio system, Mobile Data Computers (MDC) and Wireless Broadband Network system. Over the years, two-way radio system technologies have advanced and are a mission critical tool for officer safety.
2. On September 15, 2014, Advanced Electronics, Inc. was awarded the radio communication system and wireless broadband network maintenance services contract (Attachment "A" - Contract No. 1759 Exhibit 1 of 2) for the City's radio communication system.
3. In 2018, BearCom Inc. purchased Advanced Electronics, Inc. and assumed all valid contracts. The City's primary service technician that is intimately familiar with the City's system continued on with BearCom Inc. and is currently the City's service technician.
4. The current Agreement expires on September 15, 2019.

Consideration to Approve a Two Year Extension with BearCom Inc., formerly known as Advanced Electronics, Inc., to Provide Radio Communication System and Wireless Broadband Network Maintenance ServicesPage 2 of 3

ANALYSIS:

The Police Department's radio communication and wireless broadband network systems are a critical component of protecting life and property in the City. The current equipment is past its useful life and has created compatibility issues and communication challenges with other local agencies, particularly in mutual aid situations. For the last few years, the Police Department has been exploring various options to purchase a new radio system and wireless broadband network system, including grant funding from the State of California and the Federal Government.

A new radio communications system is extremely expensive (estimated costs exceed approximately \$1.5 million) and funding has been difficult to secure. However, staff has been working diligently to secure funding for a new system and is currently exploring an option to purchase new equipment and implement a new system within the next two years. In the interim, it is imperative that the City maintains a service agreement with a highly qualified vendor that is familiar with the configuration and nuances of the City's existing system.

BearCom Inc., formerly known as Advanced Electronics, has provided critical communications support and maintenance services since 2014 and has an expert knowledge of the City's system and equipment, which is outdated and no longer supported by the manufacturer (i.e., Motorola). Therefore, at the City's request, BearCom Inc. submitted a two-year option to extend the current service agreement (Attachment "B"). The cost for the two-year extension is in the following amounts:

A) 10/01/2019-09/30/2020	\$7,610.41 per month	\$91,324.92 per year
B) 10/01/2020-09/30/2021	\$7,610.41 per month	\$91,324.92 per year

This represents a three percent increase above the existing annual cost for the two-year period of the extension.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Fiscal Year 2019-2020 Adopted Budget for the proposed contract extension under Contract No. 1759.

CONCLUSION:

Staff is recommending that the City Council approve the two-year extension with BearCom Inc. and authorize the City Manager execute the proposed amendment.

Consideration to Approve a Two Year Extension with BearCom Inc., formerly known as Advanced Electronics, Inc., to Provide Radio Communication System and Wireless Broadband Network Maintenance Services

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ATTACHMENT:

A. Contract No. 1759 (a)



ATTACHMENT "A"
CONTRACT NO. 1759 (a)

FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

BearCom Inc.

Radio Communication & Wireless Broadband Network Maintenance Services

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – Radio Communication & Wireless Broadband Network Maintenance Services Contract No. 1759 dated October 1, 2014 (hereinafter, "Master Agreement"), is hereby made and entered into this 15th day of July, 2019 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and BearCom Inc., A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, exaction of the Master Agreement was executed by the Parties on October 1, 2014 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing compensation Not-To-Exceed \$182,649.84 for a two year extension of City's radio communication & broadband network maintenance services; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

WHEREAS, this First Amendment was approved by the City Council at its meeting of July 15, 2019 under Agenda Item _____.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-To-Exceed Sum set forth under Section 1.3(A) of the Master Agreement shall not exceed the budgeted aggregate sum of \$182,649.84.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(A) of the Master Agreement notwithstanding, this First Amendment, together with the Master

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**Radio Communication & Wireless Broadband Network Maintenance Services**Page 2 of 2

Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY:**City of San Fernando**

By: _____

Nick Kimball, City Manager

CONSULTANT:**BearCom Inc.**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Richard Padilla, Assistant City Attorney

**CONTRACT NO. 1759**

2013 2014
PROFESSIONAL SERVICES AGREEMENT

(Radio Communication System and Wireless Broadband Network Maintenance Contract Services)
(Advanced Electronics, Inc.)

THIS 2013 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 15th day of September 2014 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and Advanced Electronics, Inc. (hereinafter, "CONSULTANT"). The capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" shall refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any specially trained and experienced firm or corporation for special services and advice on financial, economic, accounting, engineering, legal or administrative matters; and

WHEREAS, CITY's in-house personnel are not able to provide the types of specialized consulting services required under this engagement; and

WHEREAS, CITY require the performance of Maintenance services in connection with the Radio Communication System and Wireless Broadband Network; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and

WHEREAS, the execution of this Agreement was approved by the City Council in accordance with the CITY's procurement and purchasing procedures at the City Council's meeting of September 15 2014 under Agenda Item #11; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:

I.
SCOPE AND PROSECUTION OF WORK; COMPENSATION

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain proposal entitled Radio Communication System and Wireless Broadband Network Maintenance, a five year service maintenance contract and dated as of August 28, 2014 which is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Scope of Work"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONSULTANT nor anyone acting on CONSULTANT's behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.2 TERM:

- A. This Agreement shall have a term of five years commencing October 1, 2014 (hereinafter, the "Initial Term") through September 30, 2019.
- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION AND COMPENSATION CONTROLS:

- A. In consideration for the performance of the Work, CONSULTANT shall be paid the following flat monthly fee during the initial term:

First Year	\$ 6,564.63
Second Year	\$ 6,761.57
Third Year	\$ 6,964.42
Fourth Year	\$ 7,173.35
Fifth Year	\$ 7,388.55
Total and Not To Exceed	\$ 418,230.15

1.4 PAYMENT OF COMPENSATION:

- A. CITY shall compensate CONSULTANT on a monthly basis as tasks are performed and the Work is completed to the reasonable satisfaction of CITY. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONSULTANT shall submit to CITY a monthly itemized invoice or statement identifying the tasks performed, hours of service rendered and reimbursable pass-through costs incurred by CONSULTANT and its various employees during the recently concluded month.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONSULTANT's monthly invoice.
- C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

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

customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.

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

- 1.6 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates Robert Parks, Chief of Police (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT'S REPRESENTATIVE: CONSULTANT hereby designates Robert W. Conrey, CEO to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). CONSULTANT's Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant's Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all work skillfully, competently and to the highest standards applicable to the CONSULTANT's profession;
 - B. CONSULTANT shall perform all work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

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

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent performance under this Agreement or result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the CITY such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.
- 2.9 SAFETY: CONSULTANT shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.

- 2.10. NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the supervision of its employees, agents, contractors, subcontractors and subconsultants and for the negligent acts and/or omissions of the same. All persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, CONSULTANT agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. CONSULTANT shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.
- 3.2 REQUIRED COVERAGES: CONSULTANT agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
 - D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.
- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. CITY may also

accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the CITY's financial well-being. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.
- 3.8 **FAILURE TO ADHERE TO INSURANCE PROVISIONS:** In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: (i) Order CONSULTANT to stop any and all work under this Agreement or withhold any payment, which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONSULTANT's to failure to comply with the insurance requirements set forth under this Article.
- 3.9 **SUBCONTRACTORS INSURANCE COVERAGE:** CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.
- 3.10 **NO LIMITATION ON LIABILITY:** CONSULTANT's procurement of insurance shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's indemnification duties set forth under Article V of this Agreement.

IV. INDEMNIFICATION

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

4.2 To the fullest extent permitted by law, the Consultant shall (i) immediately defend and (ii) indemnify and hold harmless the City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. The parties understand and agree that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees incurred by legal counsel of City's choosing; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns, immediately upon tender to City of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

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

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

4.6 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

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

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving written notice to CONSULTANT at least five (5) calendar days prior to the effective date of such

termination for convenience. Upon termination for convenience, CONSULTANT shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.

- 5.2 **DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH:** In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONSULTANT is in breach (whether or not such breach is caused by CONSULTANT or CONSULTANT's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall specify the effective date of such termination for cause. CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.
- 5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

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

CONSULTANT:

Advanced Electronics, Inc.
Attn: Robert W. Conrey, CEO
2601 Manhattan Beach Blvd
Redondo Beach, Ca 90278
Tel: (310) 725-0410
Fax: (310) 643-8166

CITY:

City of San Fernando
Police Department
Attn: Anthony Vairo
910 First Street
San Fernando, CA 91340
avairo@ci.san-fernando.ca.us
Tel: (818) 898-1267
Fax: (818) 365-7764

Such notices shall be deemed effective when (i) personally delivered; (ii) successfully transmitted by facsimile as evidenced by a fax confirmation slip; (iii) when successfully transmitted and received via electronic mail at any of the e-mail addresses listed above; or (iv) when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.4 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.5 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.6 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other consultants in connection with the various projects worked upon by CONSULTANT.
- 6.7 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.8 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.9 **FORCE MAJEURE:** Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 6.10 **GOVERNING LAW; VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 **ATTORNEY'S FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.12 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

- 6.13 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 **COUNTERPARTS:** This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by CITY. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this Agreement by signing below:

CITY:

City of San Fernando

By: 

Name: Brian Saeki

Title: City Manager

APPROVED AS TO FORM:By: 

City Attorney

CONSULTANT:

Advanced Electronics, Inc.

By: 

Print: Robert W. Conrey

Title: CEO



July 3, 2019

City of San Fernando Police Department
910 First Street
San Fernando, Ca 91340

Attn: Chief Anthony Vairo

Re: Contract # 1759

Chief Vairo:

The current Professional Services Agreement expires on 9-30-2019. Bear Communications, Inc. is pleased to provide you with the option to extend the agreement for another two (2) years.

All terms and conditions of the current agreement will remain the same.

Pricing for the optional two (2) years is as follows:

10-1-2019 to 9-30-2020	\$7,610.41 per month	\$91,324.92 per year
10-1-2020 to 9-30-2021	\$7,610.41 per month	\$91,324.92 per year

Should the City of San Fernando wish to exercise this two (2) year option, please provide us with an amendment to the current contract.

Thank you,

A handwritten signature in blue ink that reads "Vickie L. Dubois".

Vickie L. Dubois
Customer Service Manager
Vickie.dubois@bearcom.com
424-675-7116 x40243

