



MAYOR/CHAIR MARY MENDOZA  
VICE MAYOR/VICE CHAIR HECTOR A. PACHECO  
COUNCILMEMBER/BOARDMEMBER SYLVIA BALLIN  
COUNCILMEMBER/BOARDMEMBER CINDY MONTAÑEZ  
COUNCILMEMBER/BOARDMEMBER CELESTE T. RODRIGUEZ

## CITY OF SAN FERNANDO

### CITY COUNCIL AND SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY REGULAR MEETING AGENDA SUMMARY MONDAY, SEPTEMBER 19, 2022 - 6:00 PM

CITY HALL COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CALIFORNIA 91340  
TELECONFERENCE – PURSUANT TO PROVISIONS OF ASSEMBLY BILL 361

#### **SPECIAL NOTICE REGARDING COVID-19**

**NOTICE OF TELECONFERENCE:** Pursuant to Adopted Resolution No. 8098 by the City Council of the City of San Fernando, effective January 12, 2022, the City of San Fernando's Legislative Bodies may participate via teleconference and/or video in Accordance with Government Code Section 54953 as permitted under the provisions of Assembly Bill 361

#### **PUBLIC PARTICIPATION OPTIONS**

##### **WATCH THE MEETING**

Live stream with audio and video, via YouTube Live, at:

<https://www.youtube.com/c/CityOfSanFernando>

Note: Comments submitted via YouTube will not be read into the record.

##### **SUBMIT PUBLIC COMMENT IN PERSON**

Members of the public may provide comments in person in the City Council Chambers during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

##### **SUBMIT PUBLIC COMMENT VIA EMAIL**

Members of the public may submit comments **by email** to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than **5:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council, read into the record, limited to three minutes, and made part of the official public record of the meeting.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**Regular Meeting Notice and Agenda – September 19, 2022**

Page 2 of 6

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### **CALL-IN TO PROVIDE PUBLIC COMMENT LIVE AT THE MEETING**

Members of the public may **call-in between 6:00 p.m. and 6:15 p.m.** Comments will be heard in the order received, and limited to three minutes. If necessary, the call-in period may be extended by the Mayor. Note: This is audio only and no video.

**Call-in Telephone Number: (669) 900-6833**

**Meeting ID: 833 6022 0211**

**Passcode: 924965**

When connecting to the Zoom meeting to speak, you will be placed in a virtual “waiting area,” with your audio disabled, until it is your turn to speak and limited to three minutes.

### **CALL TO ORDER/ROLL CALL**

#### **PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

#### **APPROVAL OF AGENDA**

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

#### **PRESENTATIONS**

- A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR SEPTEMBER STUDENTS OF THE MONTH  
Alberto Garcia (Social Justice Humanitas Academy)  
Bertha Hernandez Escareno (San Fernando Institute for Applied Media)  
Education Commissioner Vice Chair David Govea
- B. PRESENTATION OF CERTIFICATES OF APPRECIATION TO IRENE SANDLOW, NANCY NUNEZ, MARIA M. NUNEZ, MARCELO RODRIGUEZ FOR THEIR VOLUNTEER SERVICES DURING HOMELESS CONNECT DAY
- C. PRESENTATION OF CERTIFICATE OF PROCLAMATION DECLARING OCTOBER AS BREAST CANCER AWARENESS MONTH
- D. PRESENTATION OF CERTIFICATE OF PROCLAMATION DECLARING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH



## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**Regular Meeting Notice and Agenda – September 19, 2022**

Page 3 of 6

---

### **DECORUM AND ORDER**

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

### **PUBLIC STATEMENTS**

Members of the public may **provide comments in person in the City Council Chambers** during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

Members of the public may submit comments by email to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than **5:00 p.m. the day of the meeting** to ensure distribution to the City Council and read into the record.

Members of the public may provide a **live public comment by calling in between 6:00 p.m. and 6:15 p.m. CALL-IN INFORMATION: Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; Passcode: 924965**

### **CONSENT CALENDAR**

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

#### **1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:**

- a. May 21, 2020 – Special Meeting
- b. August 3, 2020 – Regular Meeting
- c. September 6, 2022 – Special Meeting
- d. September 6, 2022 – Regular Meeting

#### **2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 22-092 approving the Warrant Register.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**Regular Meeting Notice and Agenda – September 19, 2022**

Page 4 of 6

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**3) CONSIDERATION TO ADOPT A RESOLUTION UPDATING THE DESIGNATED POSITIONS TO THE CITY'S CONFLICT OF INTEREST CODE**

Recommend that the City Council adopt Resolution No. 8178 designating positions subject to the Conflict of Interest Code.

**4) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO RJM DESIGN GROUP, INC., FOR THE DESIGN OF THE LAS PALMAS PARK REVITALIZATION PROJECT**

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 2107) with RJM Design Group, Inc. in an amount not to exceed \$490,121 to provide community engagement and design services for the Las Palmas Park Revitalization Project; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

**5) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT FOR THE SAN FERNANDO PACOIMA WASH BIKEWAY AND PEDESTRIAN PATH PROJECT**

Recommend that the City Council:

- a. Approve plans and specifications for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project, Federal Project No. ATPL-5202(020), Job No. 7615, Plan No. P-737;
- b. Accept the lowest responsive bid in the amount of \$4,835,283.60 from Toro Enterprises Inc., for construction of these improvements;
- c. Authorize the City Manager to execute a construction contract with Toro Enterprises Inc. for an amount of \$4,835,283.60 (Contract No. 2110);
- d. Establish a construction contingency of 10% of the contract amount, \$483,528.36, to cover costs of unforeseen conditions and authorize City Manager to execute change orders as necessary up to \$483,528.36.

**6) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE FINAL TRACT MAP NO. 83144 LOCATED AT 1001 GLENOAKS BOULEVARD, ASSESSOR'S PARCEL NO. 2515-016-017**

Recommend that the City Council adopt Resolution No. 8180 approving the Final Map for Tract Map No. 83144 – 1001 Glenoaks Boulevard.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**Regular Meeting Notice and Agenda – September 19, 2022**

Page 5 of 6

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### **PUBLIC HEARING**

**7) A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING THE USE OF FISCAL YEAR 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT THE PERSONAL FINANCIAL LITERACY PROGRAM**

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Resolution No. 8181 approving the allocation of Community Development Block Grant funds to implement a Personal Financial Literacy Program; and
- c. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission for approval; and
- d. Upon approval from LA CDC authorize a Professional Services Agreement (Contract No. 2109) with New Economics for Women to implement the Personal Financial Literacy Program for an amount not to exceed \$15,000; and
- e. Authorize the City Manager to make non-substantive changes and execute all related documents.

**8) A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION ESTABLISHING ANNUAL REPAYMENT TERMS FOR THE \$200,000 COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING GRANT FUND LOAN RECEIVED FROM THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY FOR THE SMALL BUSINESS GRANT PROGRAM**

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Resolution No. 8179 approving annual repayment terms for the \$200,000 Community Development Block Grant Revolving Grant Fund Loan received from the Los Angeles County Development Authority for the Small Business Grant Program to assist San Fernando Businesses;
- c. Authorize the City Manager to execute the County of Los Angeles CDBG Reimbursable Contract with Participating City Amendment Number 1 (Contract No. 2108(a)); and
- d. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Development Authority for approval.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**Regular Meeting Notice and Agenda – September 19, 2022**

Page 6 of 6

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### **STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

### **GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES**

**ADJOURNMENT**    The meeting will adjourn to its next regular meeting.

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.

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Julia Fritz, CMC

City Clerk

Signed and Posted: September 15, 2022 (5:00 p.m.)

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*The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meeting s of the Successor Agency to the San Fernando Redevelopment Agency, and, from time to time, such other bodies of the City composed exclusive of the Members of the City Council.*

*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](http://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](http://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 or [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) at least 48 hours prior to the meeting.*

**Regular Meeting  
San Fernando City Council  
and Successor Agency to the  
San Fernando Redevelopment Agency**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**MAY 21, 2020 – 4:30 P.M.  
SPECIAL MEETING**

Teleconference Per Governor Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo called the meeting to order at 4:30 p.m.

Present:

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

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Anthony Vairo, Deputy City Manager/Director of Community Development Tim Hou, Director of Finance Diego Ibanez, and City Clerk Julia Fritz

Absent: None

**APPROVAL OF AGENDA**

Motion by Mayor Fajardo, seconded by Councilmember Mendoza, to approve the agenda. The motion carried, unanimously.

**PUBLIC STATEMENTS – WRITTEN/ORAL:** None

**CONSENT CALENDAR**

Motion by Mayor Fajardo, seconded by Councilmember Gonzales to approve the Consent Calendar:

- 1) CONSIDERATION TO APPROVE EXTENDING CERTAIN COVID-19 RELIEF PROGRAMS THROUGH JULY 6, 2020 AND AUTHORIZE THE CITY MANAGER TO EXTEND FOR AN ADDITIONAL 30 DAYS THEREAFTER, IF WARRENTED

The motion carried, unanimously

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – May 21, 2020**

**Page 2**

**ADMINISTRATIVE REPORT**

**2) CONSIDERATION OF NOMINATIONS AND APPROVAL OF CITY COUNCIL APPOINTEES TO THE DISASTER COUNCIL**

City Manager Kimball presented the staff report and responded to Councilmember questions along with Assistant City Attorney Richard Padilla.

Motion by Councilmember Mendoza, seconded by Councilmember Ballin to appoint Joel Fajardo as Chair and Robert Gonzales as Vice Chair to serve on the Disaster Council.

The motion carried, unanimously.

**ADJOURNMENT (4:46 P.M.)**

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

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 21, 2020, special meeting as approved by the San Fernando City Council.

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Julia Fritz, City Clerk

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**AUGUST 3, 2020 – 6:00 P.M.  
REGULAR MEETING**

Teleconference Per Governor Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo called the meeting to order at 6:03 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco (joined at 6:09 p.m.),  
and Councilmembers Sylvia Ballin, Robert C. Gonzales and Mary Mendoza

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Chief of  
Police Anthony Vairo, Deputy City Manager/Director of Community  
Development Tim Hou, Director of Finance Diego Ibanez, Director of Public  
Works Matt Baumgardner, Director of Recreation and Community Services  
Julian Venegas and City Clerk Julia Fritz

Absent: None

**PLEDGE OF ALLEGIANCE**

Led by Mayor Fajardo

**APPROVAL OF AGENDA**

Motion by Mayor Fajardo, seconded by Councilmember Ballin to approve the agenda. The  
motion carried with Vice Mayor Pacheco absent.

**PUBLIC STATEMENTS – WRITTEN** None

**CONSENT CALENDAR**

Councilmember Ballin pulled Item 2 for further discussion.

**SAN FERNANDO CITY COUNCIL**

**MINUTES – August 3, 2020**

**Page 2**

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to approve Consent Calendar Item Nos. 1 and 3.

- 1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A BUSINESS LICENSE PERMIT FOR RECESS TIME ARCADE

The motion carried with the following vote:

**ROLL CALL**

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

It was noted that Vice Mayor Hector A. Pacheco arrived joined the meeting via teleconference at 6:09 p.m.

**Item pulled for Discussion**

- 2) CONSIDERATION TO RATIFY SAN FERNANDO EXECUTIVE ORDER NO. 2020-07-23 - TEMPORARY COVID-19 OUTDOOR SERVICES REGULATIONS

Motion by Councilmember Ballin, seconded by Mayor Fajardo to ratify Executive Order No. 2020-07-23 enacting COVID-19 Outdoor Service Regulations.

The motion carried unanimously.

**PUBLIC HEARINGS**

- 4) A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE PLACEMENT OF A QUARTER-CENT LOCAL SALES TAX BALLOT MEASURE ON THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION, INTRODUCTION OF AN ORDINANCE TO LEVY SAID TAX, APPROVE SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND REBUTTALS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

Mayor Fajardo opened the public hearing.

City Manager Kimball presented the staff report and responded to questions.

Mayor Fajardo called for public testimony; there being no comments submitted, Mayor Fajardo closed the public hearing. By consensus, the motion passed.



**SAN FERNANDO CITY COUNCIL**

**MINUTES – August 3, 2020**

**Page 3**

Motion by Mayor Fajardo, seconded by Councilmember Ballin to approve:

- 1) Adopt Resolution No. 8021 calling and giving notice of a General Municipal Election to be held November 3, 2020 to submit to the voters a question relating to increase the Transaction and Use Tax in the City of San Fernando; requesting consolidation of such election with the Statewide General Election to be held on the same day; requesting the County of Los Angeles to provide specific election services; and setting priorities for filing written arguments and rebuttals regarding City measures and directing the City Attorney to prepare an impartial analysis;
- 2) Introduce for first reading, in title only, and waive further reading of Ordinance No. 1698 “An Ordinance of the People of the City of San Fernando, California, increasing the City’s existing general purpose half-cent (1/2%) transactions and use tax codified under Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code to a new increased rate of three-quarters of one percent (3/4%).”;
- 3) Adopt Resolution No. 8022 appropriating \$7,500 in the Election Services Division to cover the estimated additional cost of the election;
- 4) Ballot measure amended to read as followed:

**Keep Sales Tax Revenues Local**

To ensure that the maximum amount of sales tax revenues generated in San Fernando remain in San Fernando, and to increase funding for street and sidewalk improvements; public infrastructure; local business reinvestment; public Wi-Fi; long-term debt reduction; wages and other general municipal purposes, shall the existing transactions and use tax rate be increased from the current rate of 1/2% to a new rate of 3/4% to raise approximately \$1,100,000 annually;

- 5) Use of the Preferred Measure Letter in numerical order preference:
  1. Measure SF
  2. Measure Y
  3. Measure AA
- 6) Approve a letter for argument in favor drafted by Mayor Fajardo and Councilmember Gonzales, to be distributed to Councilmembers for signature.

The motion carried with the following vote:

**ROLL CALL**

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

**SAN FERNANDO CITY COUNCIL**

**MINUTES – August 3, 2020**

**Page 4**

- 5) A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE PLACEMENT OF A TEN PERCENT TRANSIENT OCCUPANCY TAX (TOT) BALLOT MEASURE ON THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION, INTRODUCTION OF AN ORDINANCE TO LEVY SAID TAX, APPROVE SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND REBUTTALS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

Mayor Fajardo opened the public hearing.

City Manager Kimball presented the staff report and responded to questions.

Motion by Councilmember Gonzales, seconded by Mayor Fajardo to table the item to a date uncertain.

The motion carried unanimously.

**ADMINISTRATIVE REPORTS**

- 6) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE AND CERTIFICATION OF FINAL ACTION APPROVING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF SAN FERNANDO AND THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

City Manager Kimball presented the staff report.

Motion by Councilmember Ballin, seconded by Mayor Fajardo to waive full reading and adopt Urgency Ordinance No. U-1699, "An Urgency Ordinance of the City Council of the City of San Fernando Approving an Amendment to the Contract Between the City Council of the City of San Fernando and the Board of Administration of the California Public Employees' Retirement System (Contract No. 1961)"; approve the Certification of Final Action by the Governing Body to effectuate the contract amendment between the City of San Fernando and the California Public Employees' Retirement System; and authorize the City Manager to make non-substantive corrections and execute all related documents.

The motion carried with the following vote:

**ROLL CALL**

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

- 7) CONSIDERATION TO APPROVE A SUPERCHARGER AGREEMENT WITH TESLA INC., FOR THE INSTALLATION OF 14 TESLA CHARGING STATIONS IN CITY-OWNED PARKING LOT NO. 8

**SAN FERNANDO CITY COUNCIL**

**MINUTES – August 3, 2020**

**Page 5**

Deputy City Manager/Director of Community Development Hou and Tesla Representatives Justin Kwan and Alexander McDonald presented the staff report.

Motion by Mayor Fajardo, seconded by Councilmember Ballin to approve a Supercharger Agreement (Contract No. 1960) with Tesla, Inc. (“Tesla”), for the installation of 14 Tesla electric vehicle (EV) charging stations in City-owned Parking Lot No. 8; and authorize the City Manager to make non-substantive edits and execute all related documents. The motion carried unanimously.

It was noted that Mayor Fajardo left the meeting at 8:42 p.m.

**8) UPDATE REGARDING THE SAN FERNANDO OPEN STREETS GRANT FUNDS**

City Manager Kimball presented the staff report and responded to Councilmember questions.

Motion by Councilmember Ballin, seconded by Councilmember Gonzales to reallocate the Open Streets grant funds towards the Slow Streets program and purchase the necessary traffic equipment and purchasing and installing removable bollards at key intersections along San Fernando Road.

The motion carried with the following vote:

**ROLL CALL**

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

**9) CONSIDERATION TO DESIGNATE A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2020 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**

City Manager Kimball presented the staff report responded to Councilmember questions.

Motion by Councilmember Ballin, seconded by Councilmember Gonzales to appoint Councilmember Mendoza as voting delegate and Councilmember Gonzales as alternate; and authorize the City Clerk to execute and submit the 2020 Annual Conference Voting Delegate/Alternate Form.

The motion carried with the following vote:

**ROLL CALL**

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

**SAN FERNANDO CITY COUNCIL**

**MINUTES – August 3, 2020**

**Page 6**

It was noted that Mayor Fajardo re-joined the meeting via teleconference at 9:12 p.m.

10) CONSIDERATION TO AUTHORIZE THE CITY MANAGER TO IMPLEMENT AN EXECUTIVE ORDER TO IMPOSE ADDITIONAL COVID-19 INFECTION CONTROL PROTOCOLS FOR OUTDOOR SHOPPING CENTER OPERATORS IN THE CITY OF SAN FERNANDO

City Manager Kimball presented the staff report responded to Councilmember questions.

Motion by Councilmember Ballin, seconded by Councilmember Gonzales to approve an Executive Order to impose added operational requirements for the Swap Meet operations:

1. Post additional informational and directional COVID-19 protocol signage at entrance and exit of each row of vendor booths;
2. Provide additional handwashing stations at each entrance to swap meet, at the exterior of each restroom facility, and an additional station per each 100,000 square feet of retail space distributed throughout the grounds (i.e., 4 additional stations at San Fernando Swap Meet); and
3. Limit people capacity and vendor capacity to a maximum of 50% of maximum capacity authorized by the Fire Marshall.

The motion carried by the following vote:

ROLL CALL

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

11) DISCUSSION REGARDING COVID-19 RESPONSE EFFORTS AND APPROVAL OF PROPOSED RECOMMENDATIONS

Deputy City Manager/Director of Community Development Hou presented the staff report.

It was the consensus of the Councilmembers to direct staff to prepare a mailer for residents that will include Covid-19 information pertaining to the City (similar to information included in the City Manager's Report).

12) DISCUSSION AND CONSIDERATION REGARDING THE ELECTION TITLES AND BALLOT LAYOUT FOR THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION

City Manager Kimball presented the staff report and responded to Councilmember questions.

**SAN FERNANDO CITY COUNCIL**

**MINUTES – August 3, 2020**

**Page 7**

By consensus, Councilmembers confirmed Option 2: Label the four-year term as San Fernando City General Municipal Election and the two-year term as San Fernando City Special Municipal Election.

Councilmembers discussed concerns that if there are five potential candidate nominees, due to the layout of the listing of candidate names that would appear on the ballot, there might be a potential that the names could potentially print the next page and may confuse voters as to the total available number of candidates running for election.

By consensus, if there are five candidate nominees, staff was directed to inform residents, before early voting begins, through the City's social media outlets and the City's website, reminding residents while voting to be sure to review all candidate names that would be appearing on the ballot. By consensus, the motion carried with Vice Mayor Pacheco opposing.

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**      None

**GENERAL COUNCIL COMMENTS AND LIAISON UPDATES**

Councilmember Gonzales spoke about a webinar hosted by ICA, mentioned the US Census would be closing on September 30, 2020.

Councilmember Mendoza had no updates to report.

Councilmember Ballin thanked staff for their hard work.

Vice Mayor Pacheco thanked Council and staff for their patience and discussion regarding policy.

Mayor Fajardo thanked staff for their efforts to keep the City running and residents safe.

**ADJOURNMENT (10:24 P.M.)**

Motion by Mayor Fajardo, seconded by Vice Mayor Pacheco, to adjourn the meeting in memory of the Mother of Long Beach Mayor Robert Garcia, Gaby Elena O'Donnel, Los Angeles Police Officer Valentin Martinez and Firefighter/Paramedic Jose Melano Perez. By consensus the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 3, 2020, meeting as approved by the San Fernando City Council.

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Julia Fritz, City Clerk

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**SEPTEMBER 6, 2022 – 5:00 P.M.  
SPECIAL MEETING**

**CITY HALL COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CALIFORNIA 91340  
TELECONFERENCE – PURSUANT TO PROVISIONS OF ASSEMBLY BILL 361**

**CALL TO ORDER/ROLL CALL**

Vice Mayor Pacheco called the special meeting to order at 5:06 p.m.

Present:

Council: Mayor Mary Mendoza (joined at 5:08 p.m.), Vice Mayor Hector A. Pacheco,  
and Councilmembers Sylvia Ballin and Cindy Montañez

Staff: City Manager Nick Kimball and Assistant City Attorney Richard Padilla

Absent: Councilmember Celeste Rodriguez

**APPROVAL OF AGENDA**

Motion by Councilmember Ballin, seconded by Councilmember Montañez to approve the agenda. Motion carried with Mayor Mendoza and Councilmember Rodriguez absent.

**PUBLIC STATEMENTS - WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (5:07 P.M.)**

By consensus, Councilmembers recessed to Closed Session.

Mayor Mendoza telephonically joined Closed Session for consideration of Item A and Item B of the special meeting agenda.

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – SEPTEMBER 6, 2022**

**Page 2**

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A) CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO G.C. §54957.6:

Designated City Negotiators: City Manager Nick Kimball

Employees and Employee Bargaining Units:

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 LEGAL COUNSEL – ANTICIPATED LITIGATION  
PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2):

One (1) matter

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on September 6, 2022, at 5:00 p.m.

**ADJOURNMENT**

The City Council adjourned the special meeting at 6:03 p.m. to the regular meeting at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 6, 2022, Special Meeting, as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk

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**CITY OF SAN FERNANDO  
CITY COUNCIL/SUCCESSOR AGENCY  
TO THE SAN FERNANDO REDEVELOPMENT AGENCY  
MINUTES**

**SEPTEMBER 6, 2022 – 6:00 P.M.  
REGULAR MEETING**

**CITY HALL COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CALIFORNIA 91340  
TELECONFERENCE – PURSUANT TO PROVISIONS OF ASSEMBLY BILL 361**

**CALL TO ORDER/ROLL CALL**

Mayor Mary Mendoza called the meeting to order at 6:10 p.m.

Present: Council: Mayor Mary Mendoza (via teleconference), Vice Mayor Hector A. Pacheco, Councilmembers Sylvia Ballin, Cindy Montañez, and Celeste Rodriguez

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Finance Erica Melton, Director of Public Works Matthew Baumgardner, Director of Community Development Kanika Kith, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: None

**PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

**APPROVAL OF AGENDA**

Motion by Councilmember Rodriguez, seconded by Councilmember Ballin to approve the agenda as presented. The motion carried, unanimously.

**PRESENTATIONS**

- A. PRESENTATION OF CERTIFICATE OF PROCLAMATION DECLARING SEPTEMBER 15 – OCTOBER 15, 2022 AS NATIONAL HISPANIC HERITAGE MONTH

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – Regular Meeting September 6, 2022**

Page 2 of 5

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**PUBLIC STATEMENTS**

Carolyn Urquidez spoke about the upcoming Kidneys Quest Foundation's Free Fall Health & Wellness Family Festival on Saturday, September 24, 2022.

Liana Stepanyan, San Fernando Library Manager, submitted a public comment via email and provided updated information regarding library services, programs and resources currently available.

**CONSENT CALENDAR**

Councilmember Ballin requested to pull Consent Calendar Item No. 6 for discussion.

Motion by Vice Mayor Pacheco, seconded by Councilmember Rodriguez to approve Consent Calendar Item Nos. 1, 2, 3, 4, 5 and 7:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
  - a. August 18, 2014 – Regular Meeting
  - b. January 19, 2021 - Regular Meeting
  - c. February 1, 2021 - Regular Meeting
  - d. February 3, 2021 - Adjourned Regular Meeting
  - e. February 7, 2022 - Regular Meeting
  - f. July 5, 2022 - Regular Meeting
  - g. August 1, 2022 - Regular Meeting
  - h. August 15, 2022 - Special Meeting
  - i. August 15, 2022 - Regular Meeting
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF SEPTEMBER 12, 2022 TO OCTOBER 11, 2022, OF THE CITY OF SAN FERNANDO'S LEGISLATIVE BODIES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS OF ASSEMBLY BILL 361
- 4) CONSIDERATION TO ADOPT A RESOLUTION APPROVING NEW JOB SPECIFICATIONS FOR INFORMATION TECHNOLOGY SYSTEMS ADMINISTRATOR AND MANAGEMENT ANALYST JOB CLASSIFICATIONS
- 5) CONSIDERATION TO ACCEPT A LOS ANGELES EDUCATION PARTNERSHIP GRANT AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS
- 7) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST A SAFEUILT COMPANY FOR ADDITIONAL ON-CALL PLANNING AND DESIGN REVIEW SERVICES AND TRANSFER \$100,000 FROM SALARY SAVINGS FROM THE COMMUNITY DEVELOPMENT DEPARTMENT'S VARIOUS VACANT POSITIONS TO FUND THE AGREEMENT

The motion carried, unanimously.

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – Regular Meeting September 6, 2022**

Page 3 of 5

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**Item Pulled for Discussion**

6) CONSIDERATION TO ADOPT A RESOLUTION APPROPRIATING AMERICAN RESCUE PLAN ACT FUNDING

Councilmember Ballin spoke about concerns with appropriating \$500,000 towards a Low Interest Revolving Business Loan Program and recommended that those funds be applied towards planting additional trees and sidewalk repairs.

Motion by Vice Mayor Pacheco, seconded by Councilmember Ballin to approve the resolution as amended to: eliminate the low-interest revolving business loan program allocation of \$500,000, bring discussion to the Covid-19 Relief Program ad hoc committee for consideration at a later date, and to appropriate funds of \$500,000 towards sidewalk repairs in lieu of the Low Interest Revolving Business Loan Program.

The motion carried, unanimously.

**ADMINISTRATIVE REPORTS**

Mayor Mendoza stated that Item No. 9 would be considered before Item No. 8.

9) CONSIDERATION TO APPOINT AN EDUCATION COMMISSIONER

Mayor Mendoza presented the staff report.

Motion by Mayor Mendoza, seconded by Councilmember Ballin to appoint Laurel A. Rodriguez to serve as a Commissioner to the Education Commission.

The motion carried, unanimously.

8) DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE CITY OF SAN FERNANDO HOMELESSNESS ACTION PLAN

Assistant to the City Manager Carlos Hernandez presented the staff report and responded to Councilmember questions.

Motion by Councilmember Rodriguez, seconded by Vice Mayor Pacheco to adopt Resolution No. 8164 approving the Homelessness Action Plan.

The motion carried, unanimously.

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – Regular Meeting September 6, 2022**

Page 4 of 5

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**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

City Clerk Fritz had no updates to report.

Police Chief Valdez announced National Night Out will be held on October 4, 2022; informed Councilmembers the Police Department will have 3 officers returning to full duty in the next few weeks; and LA Family Housing will be resuming homeless outreach for two weeks beginning Wednesday, September 14, 2022. He also mentioned the upcoming event for the Special Olympics Torch Run on October 9, 2022. Lastly, during the Transportation and Public Safety Commission Meeting on September 7, 2022, the Los Angeles County Mental Health Department will be providing a presentation regarding the 9-8-8 Suicide & Crisis Hotline.

Director of Recreation and Community Services Venegas announced the End of Summer Concert at Las Palmas Park from 6 p.m. to 8 p.m. on September 11, 2022; the Las Palmas Park Cooling Center is open until September 9, 2022, or until heat advisory has been lifted; mentioned the Parks Wellness, and Recreation Commission will be meeting on September 13, 2022, and the Education Commission will be meeting on September 27, 2022.

Assistant to the City Manager Hernandez mentioned on September 1, 2022, NBC and Telemundo covered a story on the Las Palmas Park Cooling Center regarding the City's rapid response in opening the Cooling Center; and noted Telemundo requested additional coverage at Las Palmas Park particularly covering all the programs and activities offered.

Director of Community Development Kith announced the Planning and Preservation Commission meeting on Monday, September 12, 2022, will be cancelled noting that Commissioners will be attending a Planning Commissioner training hosted by the League of California Cities; and introduced new Housing Coordinator, Hermineh Davidian.

Director of Finance Melton announced the Annual Transaction Tax Town hall meeting will be held on September 26, 2022 at 6:30 p.m., to provide a presentation on the prior year's revenue and uses of Measure A and Measure SF funds; and mentioned business license permit renewals have been mailed and the item will be presented to Council for consideration on December 5, 2022.

Director of Public Works Baumgardner mentioned six bids were received for the San Fernando Pacoima Wash Bikeway Project and would return to Council for consideration on October 3, 2022, to award contract and begin construction in November for completion by June 2024.

City Manager Kimball reported a successful Executive Management Retreat was held on August 29 through August 30, 2022 where staff discussed their Department's SWOT (strengths, weaknesses, opportunities and threats) analysis, staffing, succession planning, morale and noted a debriefing report will be provided to Council.



**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – Regular Meeting September 6, 2022**

Page 5 of 5

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**GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES**

Councilmember Montañez attended the City's birthday celebration and acknowledged Recreation staff on their efforts putting the event together; and spoke about the cooling centers at Las Palmas Park. Councilmember Montañez requested to adjourn the meeting in memory of Adan Ortega's mother and wife of Dr. Hernandez, Carole O'Brien Hernandez.

Councilmember Rodriguez echoed thanks for all the work that went into the City's birthday celebration; spoke about the City's preparedness and the multiple mechanisms to reach residents regarding City resources; commented on the Los Angeles Education Partnership Grant funds and suggested staff provide information to the Education Commission regarding Opportunity LA, offering a savings account incentive for Los Angeles Unified School District students.

Councilmember Ballin visited the Las Palmas Park Cooling center; welcomed the new Housing Coordinator, thanked the Homeless Ad Hoc for their efforts; and welcomed new Education Commissioner Laurel A. Rodriguez.

Vice Mayor Pacheco had no updates to report.

Mayor Mendoza mentioned the tree caring event by Treepeople; attended the City's birthday party, inquired about the progress of the bus shelters and suggested to include a bus shelter at the new Target location; and welcomed new employee Housing Coordinator Ms. Hermineh.

Assistant to the City Manager Hernandez reported that funds have been received from Metro toward constructing approximately 10-15 bus shelters and noted a proposal is being prepared by staff.

**ADJOURNMENT (8:12 p.m.)**

Mayor Mendoza adjourned the meeting in memory of Adan Ortega's mother, Celia Ochoa Ortega, and wife of Dr. Jose Hernandez, Carole O'Brien Hernandez, to the next regular meeting of September 19, 2022, at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the September 6, 2022, regular meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk

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## AGENDA REPORT

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**To:** Mayor Mary Mendoza and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erica D. Melton, Director of Finance/City Treasurer

**Date:** September 19, 2022

**Subject:** Consideration to Adopt a Resolution Approving the Warrant Register

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 22-092 (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 Director of Finance/City Treasurer 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 Director of Finance/City Treasurer 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. 22-092, including:  
Exhibit A: Payment Demands/Voucher List

**RESOLUTION NO. 22-092**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS  
PRESENTED ON DEMAND / WARRANT REGISTER NO. 22-092**

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

1. That the Payment Demand/Voucher List (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 19<sup>th</sup> day of September, 2022.

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Mary Mendoza, Mayor of the City of  
San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 22-092 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 19<sup>th</sup> day of September, 2022, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of September, 2022.

---

Julia Fritz, City Clerk

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09/15/2022 9:35:39AMVoucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228314	9/19/2022	887377 AKEMON, DOLORES	SEPT 2022		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
228315	9/19/2022	100143 ALONSO, SERGIO	AUG 2022	12730	MARIACHI MASTER APPRENTICE INST 004-2359	980.00
					<b>Total :</b>	<b>980.00</b>
228316	9/19/2022	888321 ARRIZON, FRANCISCO	SEPT 2022		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
228317	9/19/2022	894228 ARROW LIFT OF CALIFORNIA	P-SI09293		LP PARK ELEVATOR YRLY SRV 043-390-0000-4260	595.00
			P-SI09381		LP PARK ELEVATOR MAINT 043-390-0000-4260	250.00
					<b>Total :</b>	<b>845.00</b>
228318	9/19/2022	889037 AT&T MOBILITY	287277903027X0809202		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	101.19
					<b>Total :</b>	<b>101.19</b>
228319	9/19/2022	889942 ATHENS SERVICES	12703296	12725	STREET SWEEPING SERVICES-AUG 20 011-311-0000-4260	17,443.40
					<b>Total :</b>	<b>17,443.40</b>
228320	9/19/2022	893939 AXON ENTERPRISES, INC	INUS078080	12579	BODY/VEHICLE CAMERA SYSTEM AND 010-225-3698-4500	2,699.73
					<b>Total :</b>	<b>2,699.73</b>
228321	9/19/2022	889913 BALLIN, SYLVIA	REIMB.		WELLNESS BENEFIT REIMB. FY22-23 001-101-0101-4140	600.00
					<b>Total :</b>	<b>600.00</b>
228322	9/19/2022	892784 BARAJAS, MARIA BERENICE	AUG 2022	12683	FITNESS CLASS INSTRUCTOR 017-420-1337-4260	420.00
				12683	026-420-0887-4260	52.50

Page: 1

vchlist  
09/15/2022 9:35:39AMVoucher List  
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228322	9/19/2022	892784 892784 BARAJAS, MARIA BERENICE	(Continued)		<b>Total :</b>	<b>472.50</b>
228323	9/19/2022	892426 BEARCOM	5431692	12693	SEPT'22-MAINTENANCE AGREEMENT I 001-135-0000-4260	12,191.39
					<b>Total :</b>	<b>12,191.39</b>
228324	9/19/2022	889345 BSN SPORTS LLC	917896205	12744	SPORTS PROGRAM EQUIPMENT 001-423-0000-4300	165.36
			917965393	12744	SPORTS PROGRAM EQUIPMENT 017-420-1330-4300	730.85
					<b>Total :</b>	<b>896.21</b>
228325	9/19/2022	888800 BUSINESS CARD	081722		OUTDOOR SIGNS 001-222-0000-4300	51.60
			082222		BATTERIES 001-222-0000-4300	1,530.62
			082222		OFFICE SUPPLIES 001-222-0000-4300	738.55
			082422		LODGING-LACPCA STRATEGIC PLANN 001-222-0000-4370	450.18
			082422		SUBSCRIPTION 001-222-0000-4260	250.00
			083122-6788		FINANCE CHARGES 001-190-0000-4435	71.38
					<b>Total :</b>	<b>3,092.33</b>
228326	9/19/2022	888800 BUSINESS CARD	081522		LODGING-LEAGUE OF CA CITIES ANN 001-101-0107-4370	344.56
			082422		CPR/AED/FIRST AID TRAINING 001-420-0000-4360	336.38
			082422		ANNUAL MEMBERSHIP 001-130-0000-4380	150.00
			082422		ANNUAL MEMBERSHIP 001-130-0000-4380	55.00
			082522-1		MCB FALL BALL SUPPLIES 017-420-1330-4300	82.58
			082522-2		MCB FALL BALL SUPPLIES	

Page: 2



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**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228326	9/19/2022	888800 BUSINESS CARD	(Continued)			
			082522-3		017-420-1330-4300 FLOORING TOOLS	374.55
			082522-4		043-390-0000-4500 SUPPLIES	249.17
			082522-5		001-101-0000-4300 SUPPLIES	18.60
			082622		001-115-0000-4300 LODGING-LEAGUE OF CA CITIES ANNL	89.83
			082622-1		001-101-0107-4370 MCB FALL BALL SUPPLIES	180.89
			082622-2		017-420-1330-4300 MCB FALL BALL SUPPLIES	287.70
			082622-3		017-420-1330-4300 MCB FALL BALL SUPPLIES	99.11
			082622-4		017-420-1330-4300 WATER BOILER	99.18
			082922		004-2380 DINNER-EXECUTIVE MANAGEMENT RI	66.14
			082922-1		001-105-0000-4270 ITEMS RETURNED	155.93
			082922-2		001-423-0000-4300 ITEMS RETURNED	-48.38
			083022		001-422-0000-4300 DINNER-EXECUTIVE MANAGEMENT RI	-48.38
			083022		001-105-0000-4270 LUNCH-EXECUTIVE MANAGEMENT RE	227.77
			083022		001-105-0000-4270 BREAKFAST-EXECUTIVE MANAGEMEN	76.57
			083022		001-105-0000-4270 SNACKS/DRINKS-EXECUTIVE MANAGE	71.13
			083122-2219		001-105-0000-4270 FINANCE CHARGE	120.43
					001-190-0000-4435	35.39
					<b>Total :</b>	<b>3,024.15</b>
228327	9/19/2022	887810 CALGROVE RENTALS, INC.	159728-1		GENERATOR & LIGHT TOWER RENTAL	

Page: 3

 vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228327	9/19/2022	887810 CALGROVE RENTALS, INC.	(Continued)			
				12708	001-424-0000-4260	173.80
					<b>Total :</b>	<b>173.80</b>
228328	9/19/2022	100559 CALIFORNIA PEACE OFFICERS'	324700		RGSTR-CPOA LEADERSHIP TRAINING	
					001-225-0000-4360	450.00
					<b>Total :</b>	<b>450.00</b>
228329	9/19/2022	888640 CALIFORNIA WATER ENVIRONMENT	ID 432094		MEMBERSHIP DUES	
					072-360-0000-4260	202.00
					<b>Total :</b>	<b>202.00</b>
228330	9/19/2022	892464 CANON FINANCIAL SERVICES, INC	29031081		COPIER MAINTENANCE SERVICE-AUG	
				12701	001-135-0000-4260	651.40
					<b>Total :</b>	<b>651.40</b>
228331	9/19/2022	103948 CDW GOVERNMENT, INC.	BQ96180		PC INTERNET SWITCH FOR PW I.T. RO	
				12656	043-390-0000-4330	1,059.77
					<b>Total :</b>	<b>1,059.77</b>
228332	9/19/2022	894010 CHARTER COMMUNICATIONS	0010369081822		PD CABLE - 08/18-09/17	
			10518082922		001-222-0000-4260 REC PARK CABLE 08/29-09/28	224.98
			196309082322		001-420-0000-4260 INTERNET SERVICES - 08/23-09/22	251.26
			222204082922		001-190-0000-4220 PW CABLE - 08/29-09/28	1,399.00
					043-390-0000-4260	137.03
					<b>Total :</b>	<b>2,012.27</b>
228333	9/19/2022	100731 CITY OF LOS ANGELES	WP230000005		SEWERAGE FACILITIES CHRG-FY'20	
			WP230000006		072-360-0629-4260	46,949.10
			WP230000007		SEWERAGE FACILITIES CHRG-FY'21	
					072-360-0629-4260	31,549.63
					SEWERAGE FACILITIES CHRG-FY'22	
					072-365-0629-4600	83,837.91
					<b>Total :</b>	<b>162,336.64</b>

Page: 4

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 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228334	9/19/2022	101957 CITY OF LOS ANGELES, FIRE DEPT	SF230000001-1		FIRE SERVICES-AUG 2022	
			SF230000001-2		001-500-0000-4260	257,072.99
			SF230000002		FIRE SRVS-ACTUAL VS BILLED FY21	
					001-500-0000-4260	130,354.01
					FIRE SRV-TRUE ESTIMATE FY22	
					001-500-0000-4260	245,977.79
					<b>Total :</b>	<b>633,404.79</b>
228335	9/19/2022	103029 CITY OF SAN FERNANDO	4718-4738		REIMB. TO WORKER'S COMP ACCT	
					006-1038	25,644.37
					<b>Total :</b>	<b>25,644.37</b>
228336	9/19/2022	890893 CITY OF SAN FERNANDO	SEPT 2022		CITY PROPERTY UTILITY BILLS-SEPT2	
					043-390-0000-4210	7,188.67
					<b>Total :</b>	<b>7,188.67</b>
228337	9/19/2022	102003 COUNTY OF LOS ANGELES	RE-PW-22081500342	12485	INDUSTRIAL WASTE CHARGES-JUNE 2	
					072-360-0000-4450	16,784.73
					<b>Total :</b>	<b>16,784.73</b>
228338	9/19/2022	100499 CPCA	21852		MEMBERSHIP RENEWAL-FY22/23	
					001-222-0000-4380	145.00
					<b>Total :</b>	<b>145.00</b>
228339	9/19/2022	894231 CRUZ, ELADIO	828263		FACILITY DEPOSIT REFUND	
					001-2220	150.00
					<b>Total :</b>	<b>150.00</b>
228340	9/19/2022	893618 DANA SAFETY SUPPLY INC	804011	12679	INSTALL OF SAFETY EQUIP. FOR PATR	
				12679	041-225-0000-4500	52,248.42
					010-225-3698-4500	8,505.56
			806841	12679	INSTALL OF SAFETY EQUIP. FOR PATR	
				12679	010-225-3698-4500	2,896.41
				12679	041-225-0000-4500	17,792.19
					<b>Total :</b>	<b>81,442.58</b>
228341	9/19/2022	887121 DELL MARKETING L.P.	10611054419	12736	MICROSOFT USER & SERVER LICENSE	
					001-135-0000-4260	6,069.79

Page: 5

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**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228341	9/19/2022	887121 DELL MARKETING L.P.	(Continued)	12736	010-225-3698-4500	702.32
					<b>Total :</b>	<b>6,772.11</b>
228342	9/19/2022	891425 DIAZ, MARISOL	REIMB.		SUPPLIES-VARIOUS EVENTS	
					004-2346	57.96
					004-2383	42.46
					001-424-0000-4300	48.86
					004-2385	127.70
					<b>Total :</b>	<b>276.98</b>
228343	9/19/2022	888951 DOMINGUEZ, WALTER	TRAVEL-1		PER DIEM-SUPERVISORY LEADERSHIP	
					001-225-0000-4360	135.00
					<b>Total :</b>	<b>135.00</b>
228344	9/19/2022	894232 EAGLE PRINT DYNAMICS	515630		UNIFORMS-CIVILIAN PERSONNEL	
					001-222-0000-4300	1,890.66
					<b>Total :</b>	<b>1,890.66</b>
228345	9/19/2022	892741 ELECTRIC GATE STORE, INC	272076		PD GATE REPAIR	
					043-390-0000-4300	592.81
					<b>Total :</b>	<b>592.81</b>
228346	9/19/2022	894082 ELIAS, LILIA LETICIA	082922		SENIOR DANCE CLEAN UP SERVICE-0	
					004-2380	208.00
					<b>Total :</b>	<b>208.00</b>
228347	9/19/2022	101147 FEDEX	7-864-17324		COURIER SERVICE	
					001-190-0000-4280	38.84
					<b>Total :</b>	<b>38.84</b>
228348	9/19/2022	894127 FNJ SUMMIT INC.	213	12669	PD-FLOORING REMOVAL, CONCRETE	
					043-390-0000-4500	3,750.00
					<b>Total :</b>	<b>3,750.00</b>
228349	9/19/2022	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598-		PAC 50 TO SHERIFFS	
			209-150-5250-081292-		001-222-0000-4220	581.67
					RADIO REPEATER	

Page: 6

vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228349	9/19/2022	892198 FRONTIER COMMUNICATIONS	(Continued)			
			209-150-5251-040172		001-222-0000-4220 MWD METER	46.51
			209-151-49396-102990		070-384-0000-4220 MUSIC CHANNEL	46.51
			209-151-4941-102990		001-190-0000-4220 POLICE PAGING	42.32
			209-151-4943-081292		001-222-0000-4220 RADIO REPEATER	56.39
			209-188-4361-031792		001-222-0000-4220 RCS PHONE LINES	46.51
			209-188-4362-031792		001-420-0000-4220 POLICE PHONE LINES	124.47
			209-188-4363-031892		001-222-0000-4220 VARIOUS PHONE LINES	659.35
					001-190-0000-4220 070-384-0000-4220 001-420-0000-4220	87.85 298.41 288.70
			818-361-0901-051499		SEWER FLOW MONITORING 072-360-0000-4220	71.42
			818-361-2385-012309		MTA PHONE LINE & CREDIT CARD LINE 007-440-0441-4220	56.69
					001-190-0000-4220	113.37
			818-361-3958-091407		CNG STATION 074-320-0000-4220	53.53
			818-361-6728-080105		ENGINEERING FAX LINE 001-310-0000-4220	44.15
			818-361-7825-120512		HERRITAGE PARK IRR SYSTEM 001-420-0000-4220	57.78
			818-365-5097-120298		POLICE NARCOTICS VAULT 001-222-0000-4220	43.90
			818-837-1509-032207		PW PHONE LINE 001-190-0000-4220	30.08
			818-837-2296-031315		VARIOUS CITY HALL LINES 001-190-0000-4220	350.27
			818-838-1841-112596		ENGINEERING FAX MODEM 001-310-0000-4220	44.98

Page: 7

 vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228349	9/19/2022	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-838-4969-021803		POLICE ALARM PANEL 001-222-0000-4220	117.71
			818-898-7385-033105		LP PARK FAX LINE 001-420-0000-4220	34.01
					<b>Total :</b>	<b>3,296.58</b>
228350	9/19/2022	887249 GALLS, LLC	021805726		UNIFORM ACCESS-PD ACADEMY 001-222-0000-4300	120.06
			021805739		UNIFORM ACCESS-PD ACADEMY 001-222-0000-4300	144.42
			021834139		BARRIER TAPE 001-222-0000-4300	148.76
			021890215		UNIFORM ACCESSORIES 001-226-0230-4430	50.55
			021894741		UNIFORM-PD ACADEMY 001-222-0000-4300	279.45
			021894748		UNIFORM ACCESS-PD ACADEMY 001-222-0000-4300	25.27
			021894749		UNIFORM ACCESS-PD ACADEMY 001-222-0000-4300	290.58
			021894758		UNIFORM ACCESS-PD ACADEMY 001-222-0000-4300	58.57
			021894832		UNIFORM ACCESS-PD ACADEMY 001-222-0000-4300	95.27
			021896268		CREDIT 001-222-0000-4300	-331.79
					<b>Total :</b>	<b>881.14</b>
228351	9/19/2022	893952 GARCIA, CORINA	101		JIVE DANCE DEMO-SUMMER CONCR 001-424-0000-4260	100.00
					<b>Total :</b>	<b>100.00</b>
228352	9/19/2022	101273 GARCIA, PATTY	REIMB.		SUPPLIES-SUMMER CONCERT & CITY 001-424-0000-4300	662.05
					<b>Total :</b>	<b>662.05</b>

Page: 8

vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228353	9/19/2022	892603 GARCIA, WENCESLAO	831916		SENIOR TRIP REFUND (LAS VEGAS)	
			831918		004-2383	195.00
					SENIOR TRIP REFUND (LAS VEGAS)	
					004-2383	195.00
					<b>Total :</b>	<b>390.00</b>
228354	9/19/2022	889352 GOMEZ, ADRIANA B.	SEPT 2022		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
228355	9/19/2022	889535 GOMEZ, GILBERT	831919		SENIOR TRIP REFUND (LAS VEGAS)	
					004-2383	100.00
					<b>Total :</b>	<b>100.00</b>
228356	9/19/2022	894226 GUILLEN, YASMIN	REIMB.		SUPPLIES FOR SENIOR CLUB DANCE	
					004-2380	148.49
					<b>Total :</b>	<b>148.49</b>
228357	9/19/2022	101434 GUZMAN, JESUS ALBERTO	AUG 2022	12732	MARIACHI MASTER APPRENTICE INST	
					004-2359	900.00
					<b>Total :</b>	<b>900.00</b>
228358	9/19/2022	894051 HARDY AND HARPER, INC.	23012 RET		RETENTION RELEASED-PICO ST IMPR	
					012-2037	1,740.36
					026-2037	23,352.82
					<b>Total :</b>	<b>25,093.18</b>
228359	9/19/2022	888647 HDL SOFTWARE, LLC	SIN020874	12748	BUSINESS LICENSE ADMINISTRATION	
					001-130-0000-4260	2,107.68
					<b>Total :</b>	<b>2,107.68</b>
228360	9/19/2022	101512 HDL, COREN & CONE	SIN020042	12758	CONTRACT SERVICES-PROP TAX JULY	
					001-130-0000-4270	1,695.18
					<b>Total :</b>	<b>1,695.18</b>
228361	9/19/2022	893817 HERNANDEZ MOLINA, MARIO ALBERTO	AUG 2022	12733	MARIACHI MASTER APPRENTICE INST	
					004-2359	540.00

Page: 9

 vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228361	9/19/2022	893817 893817 HERNANDEZ MOLINA, MARIO ALBERTO (Continued)			<b>Total :</b>	<b>540.00</b>
228362	9/19/2022	101599 IMAGE 2000 CORPORATION	543240		VARIOUS COPIER MAINT CONTRACT-0	
					001-135-0000-4260	833.59
					072-360-0000-4450	44.62
					001-135-0000-4260	138.54
					<b>Total :</b>	<b>1,016.75</b>
228363	9/19/2022	893804 INDUSTRIAL SHOEWORKE	1100-1304302		ORIG TICKET#T105-0043352-SAFETY B	
			1100-1315175		070-383-0000-4310	-57.33
					SAFETY BOOTS	
					001-152-0000-4325	100.00
					<b>Total :</b>	<b>42.67</b>
228364	9/19/2022	891570 INNOVATIVE TELECOM. SYSTEMS	3210		TELEPHONE EQUIPMENT MAINT-OCT	
					001-190-0000-4220	395.00
					<b>Total :</b>	<b>395.00</b>
228365	9/19/2022	892330 INTERNATIONAL BUSINESS, INFORMATION TI INV-001204			LEFT ANNUAL IT SUPPORT	
					001-135-0000-4260	1,133.00
					<b>Total :</b>	<b>1,133.00</b>
228366	9/19/2022	894212 INVESTIGATIVE POLYGRAPH	418	12738	BACKGROUND INVESTIGATIVE SERVIC	
					001-222-0000-4270	2,834.95
					<b>Total :</b>	<b>2,834.95</b>
228367	9/19/2022	893032 IPROMOTEU	2010465DR2		PLAQUE	
			2012972DR2		001-222-0000-4300	114.86
					PLAQUE	
					001-222-0000-4300	115.59
					<b>Total :</b>	<b>230.45</b>
228368	9/19/2022	892682 IPS GROUP, INC.	INV74594	12759	JULY'22-WEB BASED DATA MGMT FEE	
					029-335-0000-4260	805.31
					<b>Total :</b>	<b>805.31</b>
228369	9/19/2022	893885 JOHNNY ALLEN TENNIS ACADEMY	AUG-SEPT 2022	12703	SERVICES FOR TENNIS PROGRAM	
					017-420-1327-4260	420.00

Page: 10

vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

<b>Bank code :</b>		bank3				
<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
228369	9/19/2022	893885	893885 JOHNNY ALLEN TENNIS ACADEMY (Continued)			<b>Total : 420.00</b>
228370	9/19/2022	894007	KARINA SWEEPING COMPANY	12739	MALL SWEEPING SERVICES-AUG 2022 023-311-0000-4260	7,440.00 <b>Total : 7,440.00</b>
228371	9/19/2022	891794	KIMBALL, NICK		TRAVEL PER DIEM-2022 ICSC CONF ON 09/28-0 001-105-0000-4370	35.00 <b>Total : 35.00</b>
228372	9/19/2022	894129	KITH, KANIKA		TRAVEL PER DIEM-ICSC WESTERN REGION CC 001-150-0000-4370	95.00 <b>Total : 95.00</b>
228373	9/19/2022	101971	L.A. MUNICIPAL SERVICES		004-750-1000 ELECTRIC-13003 BORDEN 070-384-0000-4210 494-750-1000 WATER-12900 DRONFIELD 070-384-0000-4210 694-750-1000 ELECTRIC & WATER - 13180 DRONFIEL 070-384-0000-4210 757-750-1000 WATER - 14060 SAYRE 070-384-0000-4210	162.98 115.07 3,579.23 85.54 <b>Total : 3,942.82</b>
228374	9/19/2022	889095	LAFD - C.U.P.A.		IN0324745 FY22/23-HAZMAT FEES-120 MACNEIL 072-360-0000-4260	3,038.00 <b>Total : 3,038.00</b>
228375	9/19/2022	893218	LAZARO, ERNESTO	12734	AUG 2022 MARIACHI MASTER APPRENTICE INST 004-2359	540.00 <b>Total : 540.00</b>
228376	9/19/2022	893063	LEON, MIGUEL		AUG 2022 PRIZES FOR SENIOR TRIPS 8/6 & 8/22 004-2383	70.72 <b>Total : 70.72</b>
228377	9/19/2022	893957	LEONZO-KUNZE, TANYA XIOMARA	12750	AUG 2022 ZUMBA INSTRUCTOR 017-420-1337-4260	56.00
						Page: 11

 vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 12

<b>Bank code :</b>		bank3				
<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
228377	9/19/2022	893957	LEONZO-KUNZE, TANYA XIOMARA (Continued) JULY 2022	12750	ZUMBA INSTRUCTOR 017-420-1337-4260	84.00 <b>Total : 140.00</b>
228378	9/19/2022	893907	LESAR DEVELOPMENT CONSULTANTS	12536	PCH-13 HOMELESSNESS PLAN CONSULTANT : 001-190-0000-4267	232.50 <b>Total : 232.50</b>
228379	9/19/2022	892477	LOWES		1247 MISC SUPPLIES 070-383-0000-4310 9747-1211 MATL'S FOR PD FLOORING 043-390-0000-4300 9747-1213 PD MOLDING SAMPLES 043-390-0000-4300 9747-1524 MATL'S FOR PD A/C UNIT INSTALL 043-390-0000-4300 9747-79023 PD FLOORING 043-390-0000-4500 9747-79347 PD A/C UNIT 043-390-0000-4500	189.40 36.35 68.16 310.72 2,161.06 2,269.61 <b>Total : 5,035.30</b>
228380	9/19/2022	888468	MAJOR METROPOLITAN SECURITY		1107732 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 1107733 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 1107734 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 1107735 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 1107736 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 1107737 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 1107738 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00 25.00 25.00 15.00 15.00 25.00 15.00

Page: 12

vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228380	9/19/2022	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1107739		ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1107740	12710	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1107741	12710	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1107742	12710	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1107743	12710	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	28.00
			1107744	12710	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1107745	12710	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	28.00
			1107746	12710	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	28.00
					<b>Total :</b>	<b>312.00</b>
228381	9/19/2022	888254 MCCALLA COMPANY	056880		DISPOSAL GLOVES & PROTECTIVE SU 001-222-0000-4300	551.76
				12684		<b>Total :</b> <b>551.76</b>
228382	9/19/2022	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	37.63
			7DL39365		ALARM LINE - 1100 PICO 001-420-0000-4220	36.97
					<b>Total :</b>	<b>74.60</b>
228383	9/19/2022	893200 MCKESSON MEDICAL-SURGICAL	19761674		MEDICATIONS 001-225-0000-4350	28.98
			19761812		MEDICATIONS 001-225-0000-4350	11.45
					<b>Total :</b>	<b>40.43</b>
228384	9/19/2022	102148 METROPOLITAN WATER DISTRICT	10861		WATER DELIVERED-JULY 2022 070-384-0000-4450	292,564.20

Page: 13

 vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228384	9/19/2022	102148 102148 METROPOLITAN WATER DISTRICT	(Continued)			<b>Total : 292,564.20</b>
228385	9/19/2022	102226 MISSION LINEN SUPPLY	517618447		LAUNDRY SERVICE FOR PD 001-225-0000-4350	177.60
			517642603	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350	51.46
			517663110	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350	155.49
			517705961	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350	154.52
					<b>Total :</b>	<b>539.07</b>
228386	9/19/2022	891935 MMASC	5638		RGSTR-2022 ANNUAL CONFERENCE 001-105-0000-4370	475.00
					<b>Total :</b>	<b>475.00</b>
228387	9/19/2022	893343 MOHR, NICOLE	SEPT 2022		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
228388	9/19/2022	893934 MORA, JUAN LUIS	07/19-08/11		MISSION CITY BASEBALL PROGRAM 017-420-1330-4260	7,693.00
				12751		<b>Total : 7,693.00</b>
228389	9/19/2022	893803 MORAN, IVAN	TRAVEL-1		PER DIEM-POLICE ACADEMY 001-225-0000-4360	180.00
			TRAVEL-2		PER DIEM-POLICE ACADEMY 001-225-0000-4360	180.00
			TRAVEL-3		PER DIEM-POLICE ACADEMY 001-225-0000-4360	180.00
			TRAVEL-4		PER DIEM-POLICE ACADEMY 001-225-0000-4360	180.00
			TRAVEL-5		PER DIEM-POLICE ACADEMY 001-225-0000-4360	180.00
			TRAVEL-6		PER DIEM-POLICE ACADEMY 001-225-0000-4360	180.00
			TRAVEL-7		PER DIEM-POLICE ACADEMY	180.00

Page: 14

vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228389	9/19/2022	893803 MORAN, IVAN	(Continued)			
			TRAVEL-8		001-225-0000-4360 PER DIEM-POLICE ACADEMY 001-225-0000-4360	180.00 180.00 180.00
					<b>Total :</b>	<b>1,440.00</b>
228390	9/19/2022	894124 MORENO VALLEY COLLEGE	TRAVEL		TUITION & HEALTH FEE-POLICE ACADI 001-225-0000-4360	1,860.00 1,860.00
					<b>Total :</b>	<b>1,860.00</b>
228391	9/19/2022	102325 NAPA AUTO PARTS	6410-107726		VEHICLE MAINTS-ME8615 074-320-0000-4400	149.87
			6410-108180		VEHICLE MAINT-ME8615 074-320-0000-4400	275.61
					<b>Total :</b>	<b>425.48</b>
228392	9/19/2022	893247 NATIONAL READY MIXED	829370	12726	MISC. CONCRETE WORK 015-310-0866-4600	1,020.34
			830980	12726	MISC. CONCRETE WORK 015-310-0866-4600	1,163.49
					<b>Total :</b>	<b>2,183.83</b>
228393	9/19/2022	893348 NCSI	24998		BACKGROUND CHECKS 017-420-1330-4260	37.00
					<b>Total :</b>	<b>37.00</b>
228394	9/19/2022	893405 NEW HORIZON	1980890		LP PHONE SERVICE-SEPT 2022 001-420-0000-4220	320.95
					<b>Total :</b>	<b>320.95</b>
228395	9/19/2022	894100 ODP BUSINESS SOLUTIONS , LLC	257770621001		OFFICE SUPPLIES 041-320-0000-4300	43.66
			257771748001		OFFICE SUPPLIES 070-383-0000-4300	51.14
			259317120001		OFFICE SUPPLIES 070-384-0000-4300	73.88
			259317642001		OFFICE SUPPLIES	

Page: 15

 vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228395	9/19/2022	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			260098892001		070-383-0000-4300 OFFICE SUPPLIES	18.04
			260104009001		001-222-0000-4300 OFFICE SUPPLIES	132.29
			260185242001		001-222-0000-4300 OFFICE SUPPLIES	92.59
			260360989001		001-310-0000-4300 OFFICE SUPPLIES	174.93
			260384558001		070-381-0000-4300 OFFICE SUPPLIES	36.21
			260384627001		001-310-0000-4300 OFFICE SUPPLIES	63.36
			260432876001		001-310-0000-4300 OFFICE SUPPLIES	12.95
			260432878001		070-383-0000-4300 OFFICE SUPPLIES	52.61
			261768167001		070-384-0000-4300 OFFICE SUPPLIES	20.72
			262144437001		001-222-0000-4300 OFFICE SUPPLIES	115.71
			262144819001		001-346-0000-4300 OFFICE SUPPLIES	239.12
			262144821001		070-383-0000-4300 OFFICE SUPPLIES	239.12
			262222743001		043-390-0000-4300 OFFICE SUPPLIES	239.12
			262225056001		001-310-0000-4300 OFFICE SUPPLIES	23.14
			262225059001		001-310-0000-4300 OFFICE SUPPLIES	14.54
			262914423001		001-310-0000-4300 ITEMS RETURNED	35.68
			263034623001		001-310-0000-4300 ITEM RETURNED	-45.19
			263111283001		001-130-0000-4300 OFFICE SUPPLIES	-10.93

Page: 16

vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228395	9/19/2022	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			263113538001		001-310-0000-4300 OFFICE SUPPLIES	113.55
			264005904001		001-310-0000-4300 COPY PAPER	1.50
					001-190-0000-4300	473.96
					<b>Total :</b>	<b>2,211.70</b>
228396	9/19/2022	894225 PARTOVI, BRUCE	39-3890-02		WATER ACCT REFUND-1228 WOODWC 070-2010	71.13
					<b>Total :</b>	<b>71.13</b>
228397	9/19/2022	893918 PD PROTECT INC	2022-AUGUST-SFPD		TRANSCRIPTS	
					001-224-0000-4270	18.55
					<b>Total :</b>	<b>18.55</b>
228398	9/19/2022	102688 PROFESSIONAL PRINTING CENTERS	20244		PRINTING SERVICES	
			20308	12721	001-222-0000-4300 PRINTING SERVICES	351.70
			20315	12721	001-222-0000-4300 PRINTING SERVICES	164.27
			20431	12721	001-130-0000-4300 PRINTING SERVICES	496.13
				12721	001-130-0000-4300	285.55
				12721	070-382-0000-4300	1,888.85
				12721	072-360-0000-4300	1,888.86
					<b>Total :</b>	<b>5,075.36</b>
228399	9/19/2022	890004 PTS	2093269		PD PAY PHONE - OCT 2022	
					001-190-0000-4220	65.64
					<b>Total :</b>	<b>65.64</b>
228400	9/19/2022	102855 RIO HONDO COLLEGE	X22-107-ZSFN		POLICE ACADEMY ENROLLMENT & MA	
					001-225-0000-4360	25.00
					<b>Total :</b>	<b>25.00</b>
228401	9/19/2022	894233 RIVERSIDE COMMUNITY	2023/112		POLICE ACADEMY ENROLLEMT FEE 26	

Page: 17

 vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 18

Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228401	9/19/2022	894233 RIVERSIDE COMMUNITY	(Continued)			
					001-225-0000-4360	1,840.00
					<b>Total :</b>	<b>1,840.00</b>
228402	9/19/2022	892634 RIVERSIDE COUNTY SHERIFF/	BASIC215-5		LODGING-POLICE ACADEMY 26 WEEK	
					001-225-0000-4360	5,950.00
					<b>Total :</b>	<b>5,950.00</b>
228403	9/19/2022	892634 RIVERSIDE COUNTY SHERIFF/	TRAVEL		RGSTR-POLICE ACADEMY 26 WEEK C	
					001-225-0000-4360	1,807.00
					<b>Total :</b>	<b>1,807.00</b>
228404	9/19/2022	893774 RJS WORK BOOTS LLC	101-19939		SAFETY BOOTS	
			101-19983		041-320-0000-4310 SAFETY BOOTS	393.11
					043-390-0000-4310	174.11
					<b>Total :</b>	<b>567.22</b>
228405	9/19/2022	887872 ROSENBERG, IRWIN	TRAVEL		PER DIEM-CPOA LEADERSHIP TRAININ	
					001-225-0000-4360	75.00
					<b>Total :</b>	<b>75.00</b>
228406	9/19/2022	102929 ROYAL PAPER CORPORATION	5210486		CLEANING SUPPLIES FOR PARKS (EV	
				12690	001-420-0000-4300	390.01
				12690	001-424-0000-4300	220.02
					<b>Total :</b>	<b>610.03</b>
228407	9/19/2022	892856 SALAS, JUAN	REIMB.		FOOD-SENIOR CLUB VOLUNTEERS' BF	
					004-2380	894.60
					<b>Total :</b>	<b>894.60</b>
228408	9/19/2022	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		EXPLORER PROG-DOGDGER NIGHT EVI	
					001-226-0230-4380	1,206.17
					<b>Total :</b>	<b>1,206.17</b>
228409	9/19/2022	103057 SAN FERNANDO VALLEY SUN	11634		NOTICE OF NOMINEES	
					001-116-0000-4230	118.13

Page: 18



vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228409	9/19/2022	103057 103057 SAN FERNANDO VALLEY SUN	(Continued)			Total : 118.13
228410	9/19/2022	894227 SHIPPING CONTAINER DEPOT INC.	083122		RELOCATION OF (3) STORAGE CONTA 043-390-0000-4330	1,600.00
					Total :	1,600.00
228411	9/19/2022	892619 SIMONZAD, BENNY	TRAVEL-1		PER DIEM-POST SUPERVISORY COUR 001-225-0000-4360	225.00
			TRAVEL-2		PER DIEM-POST SUPERVISORY COUR 001-225-0000-4360	225.00
					Total :	450.00
228412	9/19/2022	103184 SMART & FINAL	0024		REFRESHMENTS-SPECIAL EVENTS 004-2385	121.54
			0204		SUPPLIES-SENIOR CLUB DANCE-08/20 004-2380	211.17
			0214		SUPPLIES-CALLES VERDES EVENT 001-310-0000-4300	53.73
			0215		DRINKS-SENIOR CLUB DANCE-08/20/2 004-2380	87.98
			0224		REFRESHMENTS-SENIOR CLUB 004-2346	34.58
					Total :	509.00
228413	9/19/2022	889587 SOLIS-LOPEZ, MELISSA	830803		FACILITY DEPOSIT REFUND 001-2220	150.00
					Total :	150.00
228414	9/19/2022	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS 027-344-0000-4210	10,365.83
					029-335-0000-4210	2,783.83
					070-384-0000-4210	21,671.93
					074-320-0000-4210	7,533.27
					043-390-0000-4210	10,621.18
			700136176526		ELECTRIC - METER FOR MALL-MACLA' 030-341-0000-4210	88.04
			700224888278		ELECTRIC - 801 EIGHTH	

Page:

19

Page: 19

 vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 20

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228414	9/19/2022	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
			700301226571		043-390-0000-4210 ELECTRIC - 1117 SECOND	25.16
			700360580265		043-390-0000-4210 ELECTRIC-910 FIRST	22.01
			700577150347		043-390-0000-4210 ELECTRIC-190 PARK	14,661.58
					027-344-0000-4210	952.50
					Total :	68,725.33
228415	9/19/2022	893935 STAGE PLUS INC	252722-1		STAGE AND SOUND FOR SPECIAL EVE	
			352422-1	12729	001-424-0000-4260	6,228.00
				12729	STAGE AND SOUND FOR SPECIAL EVE	
					001-424-0000-4260	6,228.00
					Total :	12,456.00
228416	9/19/2022	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	597056		FINGERPRINTING	
					001-106-0000-4270	192.00
					Total :	192.00
228417	9/19/2022	892943 STEWART TITLE OF	493297		PROPERTY TITLE-1425 GRIFFITH	
					072-360-0000-4270	270.00
					Total :	270.00
228418	9/19/2022	894130 SUNBURST UNIFORMS	1759		UNIFORMS FOR PD PERSONNEL	
			1760	12698	001-225-0000-4325	510.22
					UNIFORMS FOR PD PERSONNEL	
			1761	12698	001-225-0000-4325	615.34
					UNIFORMS FOR PD PERSONNEL	
			1762	12698	001-222-0000-4325	190.50
					UNIFORMS FOR PD PERSONNEL	
			1765	12698	001-222-0000-4325	192.68
					UNIFORMS FOR PD PERSONNEL	
					001-222-0000-4325	214.59
			1766		UNIFORMS FOR PD PERSONNEL	
				12698	001-222-0000-4325	225.54

Page: 20

vchlist  
09/15/2022 9:35:39AMVoucher List  
CITY OF SAN FERNANDO

Page: 21

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228418	9/19/2022	894130 894130 SUNBURST UNIFORMS	(Continued)		Total :	1,948.87
228419	9/19/2022	894230 TELLO, LUPE	831922		SENIOR TRIP REFUND (LAS VEGAS) 004-2383	75.00
					Total :	75.00
228420	9/19/2022	894229 TELLO, VERONICA	831923		SENIOR TRIP REFUND (LAS VEGAS) 004-2383	75.00
					Total :	75.00
228421	9/19/2022	101528 THE HOME DEPOT CRC, ACCT#603532202490	7026255		CHAINSAW 001-311-0000-4300	162.95
			7101924		MISC SUPPLIES 017-420-1330-4300	194.57
			8352945		SUPPLIES FOR PW TRUCK 001-311-0000-4300	128.97
					Total :	486.49
228422	9/19/2022	890833 THOMSON REUTERS	846754002	12740	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	242.52
			846930073	12740	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	242.52
					Total :	485.04
228423	9/19/2022	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTIONS 001-420-0000-4220	29.40
					001-152-0000-4220	19.74
					Total :	49.14
228424	9/19/2022	887591 TOM BROHARD & ASSOCIATES	2022-16	12752	TRAFFIC ENGINEERING SERVICES-JUI 001-310-0000-4270	4,950.00
			2022-19	12752	TRAFFIC ENGINEERING SERVICES-AU 001-310-0000-4270	4,130.00
					Total :	9,080.00
228425	9/19/2022	893504 TOWN HALL STREAMS, LLC	14279		STREAMING SERVICE-SEPT 2022 001-115-0000-4260	175.00

Page: 21

vchlist  
09/15/2022 9:35:39AMVoucher List  
CITY OF SAN FERNANDO

Page: 22

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228425	9/19/2022	893504 893504 TOWN HALL STREAMS, LLC	(Continued)		Total :	175.00
228426	9/19/2022	894195 TRIPEPI SMITH	8567	12723	PUBLIC RELATIONS SERVICES 001-190-0000-4270	953.75
					Total :	953.75
228427	9/19/2022	890998 TRUJILLO, RODOLFO	SEPT 2022		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
					Total :	75.00
228428	9/19/2022	893746 UNISHIELD	14-001820		FIIRS AID KIT REFILL 001-310-0000-4300	447.06
					Total :	447.06
228429	9/19/2022	103439 UPS	831954362		COURIER SERVICE 001-190-0000-4280	144.00
					Total :	144.00
228430	9/19/2022	893740 UTILITY SYSTEMS SCIENCE &	COSF_7/09-8/08	12753	WASTEWATER FLOW MONITORING & S 072-360-0000-4260	770.00
			COSF_7/1-7/31	12753	WASTEWATER FLOW MONITORING & S 072-360-0000-4260	540.00
			COSF_8/01-8/31	12753	WASTEWATER FLOW MONITORING & S 072-360-0000-4260	540.00
			COSF_8/09-9/08	12753	WASTEWATER FLOW MONITORING & S 072-360-0000-4260	770.00
					Total :	2,620.00
228431	9/19/2022	893647 VALEO NETWORKS	19820	12741	AXON AUTO TAGGING & CAMERA INFR 010-225-3698-4500	662.50
			19820-CM	12741	AXON AUTO TAGGING & CAMERA INFR 010-225-3698-4500	-111.70
			20092	12741	AXON AUTO TAGGING & CAMERA INFR 010-225-3698-4500	364.50
					Total :	915.30
228432	9/19/2022	103574 VERDIN, FRANCISCO JAVIER	JULY-SEPT 2022	12691	FOLKLORICO DANCE CLASS INSTRU 017-420-1362-4260	1,302.00

Page: 22

vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228432	9/19/2022	103574 VERDIN, FRANCISCO JAVIER	(Continued)	12691	026-420-0887-4260	30.00
					<b>Total :</b>	<b>1,332.00</b>
228433	9/19/2022	892081 VERIZON BUSINESS SERVICES	72322238		MPLS PORT ACCESS & ROUTER FOR F 001-222-0000-4220	1,054.33
					<b>Total :</b>	<b>1,054.33</b>
228434	9/19/2022	100101 VERIZON WIRELESS-LA	9913657085		MDT MODEMS-PD UNITS 001-222-0000-4220	712.64
			9914044590		VARIOUS CELL PHONE PLANS 001-222-0000-4220	315.27
			9914336549		001-152-0000-4220 VARIOUS CELL PHONE PLANS 001-222-0000-4220	190.05
			9914348069		070-384-0000-4220 CITY YARD CELL PHONE PLANS 070-384-0000-4220	475.75
					043-390-0000-4220	30.88
					041-320-0000-4220	204.20
					072-360-0000-4220	25.53
			9914359624		VARIOUS CELL PHONE PLANS 001-106-0000-4220	35.34
					070-384-0000-4220	53.16
					<b>Total :</b>	<b>2,126.44</b>
228435	9/19/2022	894027 WATERLOGIC AMERICA	1708417		DRINKING WATER 001-222-0000-4300	99.23
					<b>Total :</b>	<b>99.23</b>
228436	9/19/2022	890970 WEX BANK	83346761		FUEL FOR CITY FLEET 041-320-0152-4402	403.27
					041-320-0221-4402	830.06
					041-320-0222-4402	196.92
					041-320-0224-4402	2,452.97
					041-320-0225-4402	6,299.34
					041-320-0228-4402	141.41

Page: 23

 vchlist  
 09/15/2022 9:35:39AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 24

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228436	9/19/2022	890970 WEX BANK	(Continued)		041-320-0311-4402	1,253.91
					041-320-0320-4402	155.08
					041-320-0346-4402	2.00
					041-320-0370-4402	1,405.43
					041-320-0390-4402	2,677.17
					007-313-3630-4402	228.54
					029-335-0000-4402	206.73
					070-381-0000-4402	99.12
					070-382-0000-4402	872.72
					070-383-0000-4402	1,477.82
					070-384-0000-4402	799.70
					072-360-0000-4402	350.24
					<b>Total :</b>	<b>19,852.43</b>
228437	9/19/2022	891531 WILLDAN ENGINEERING	00336425	12265	WELL 7A REGULATORY COMPLIANCE 070-381-0000-4270	207.00
			00336574	12724	NPDES CONSULTING SERVICES 023-311-0000-4270	10,272.00
					<b>Total :</b>	<b>10,479.00</b>
228438	9/19/2022	889491 WILLDAN FINANCIAL SERVICES	010-51973	12742	FY 2022-23 ANNUAL DISTRICT ADMINIS 027-344-0000-4260	2,595.82
					<b>Total :</b>	<b>2,595.82</b>
228439	9/19/2022	893933 WITHERSPOON INDUSTRIES INC	374439		STORAGE BIN RENTAL-MCB - AUG 202 017-420-1330-4260	82.00
					<b>Total :</b>	<b>82.00</b>
228440	9/19/2022	889467 YOUNGBLOOD & ASSOCIATES	1799A		POLYGRAPH EXAM 001-222-0000-4270	300.00
			1822A		POLYGRAPH EXAM 001-222-0000-4270	300.00
					<b>Total :</b>	<b>600.00</b>
127 Vouchers for bank code : bank3						<b>Bank total : 1,520,474.17</b>

Page: 24

vchlist  
09/15/2022 9:35:39AMVoucher List  
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
127		Vouchers in this report			Total vouchers :	1,520,474.17

Voucher Registers are not final until approved by Council.

## SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 22-092vchlist  
09/01/2022 9:34:45AMVoucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228188	9/1/2022	103648 CITY OF SAN FERNANDO	PR 9-2-22		REIMB FOR PAYROLL W/E 8/26/22	
					001-1003	519,531.04
					007-1003	2,055.93
					017-1003	958.68
					027-1003	2,174.80
					029-1003	2,362.49
					030-1003	2,015.85
					041-1003	7,188.71
					043-1003	20,500.20
					070-1003	46,085.61
					072-1003	14,315.78
					074-1003	376.01
					094-1003	144.09
					110-1003	329.67
					Total :	618,038.86
1	Vouchers for bank code :		bank3		Bank total :	618,038.86
1	Vouchers in this report				Total vouchers :	618,038.86

Voucher Registers are not final until approved by Council.

Page: 1

## SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 22-092vchlist  
09/06/2022 10:10:55AMVoucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228309	9/6/2022	102519 P.E.R.S.	SEPT 2022		HEALTH INS. BENEFITS-SEPT 2022 001-1160	156,728.04
Total :						156,728.04
1 Vouchers for bank code : bank3						Bank total : 156,728.04
1 Vouchers in this report						Total vouchers : 156,728.04

Voucher Registers are not final until approved by Council.

Page: 1

**SPECIAL CHECK****EXHIBIT "A"**  
**RES. NO. 22-092**

vchlist

09/08/2022 9:23:51AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228310	9/7/2022	888800 BUSINESS CARD	080222		SUPPLIES FOR INMATES 001-225-0000-4350	795.59
Total :						795.59
1 Vouchers for bank code : bank3						Bank total : 795.59
1 Vouchers in this report						Total vouchers : 795.59

Voucher Registers are not final until approved by Council.

Page: 1

**SPECIAL CHECK****EXHIBIT "A"****RES. NO. 22-092**

vchlist

Voucher List

Page: 1

09/09/2022 10:43:21AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228311	9/7/2022	893129 EL SALTARIN	551952		TAMALES-SR CLUB DANCE ON 09/17/2004-2380	621.00
					<b>Total :</b>	<b>621.00</b>
228312	9/7/2022	893115 P.E.R.S. CITY RETIREMENT	100000016898266		RETIREMENT ADJUSTMENT	
					018-130-0000-4124	378.31
					072-360-0000-4124	246.44
					070-381-0000-4124	246.43
					<b>Total :</b>	<b>871.18</b>
<b>2 Vouchers for bank code : bank3</b>						<b>Bank total : 1,492.18</b>
<b>2 Vouchers in this report</b>						<b>Total vouchers : 1,492.18</b>

Voucher Registers are not final until approved by Council.

Page: 1



**SPECIAL CHECK****EXHIBIT "A"**  
**RES. NO. 22-092**vchlist  
09/09/2022 11:10:34AMVoucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228313	8/29/2022	893115 P.E.R.S. CITY RETIREMENT	100000016828669		EMPL CONTRIB VARIANCE-07/16-07/29	
					018-222-0000-4124	178.82
					018-224-0000-4124	134.12
					018-225-0000-4124	1,922.35
					<b>Total :</b>	<b>2,235.29</b>
					<b>Bank total :</b>	<b>2,235.29</b>
					<b>Total vouchers :</b>	<b>2,235.29</b>

1 Vouchers for bank code : bank3

1 Vouchers in this report

Voucher Registers are not final until approved by Council.

Page: 1

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## AGENDA REPORT

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**To:** Mayor Mary Mendoza Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Julia Fritz, City Clerk

**Date:** September 19, 2022

**Subject:** Consideration to Adopt a Resolution Updating the Designated Positions to the City's Conflict of Interest Code

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 8178 (Attachment "A") designating positions subject to the Conflict of Interest Code.

### **BACKGROUND:**

1. The Political Reform Act (California Government Code 81000, et seq.) requires every local government agency to review its Conflict of Interest Code ("COI") biennially to determine if it is accurate or, alternatively, that the Code must be amended. The COI requires public officials of state and local government to disclose personal financial interests on a Form 700 Statement of Economic Interest. Elected officials, judges, and high-ranking appointed officials generally have the most comprehensive disclosure requirements.
2. On November 16, 2020, the City Council adopted Resolution No. 8043 (Attachment "B") that amended the City's Conflict of Interest Code.
3. On May 6, 2022, the City Clerk received notice from the Fair Political Practices Commission ("FPPC") that San Fernando's mandatory biennial review of the City's Conflict of Interest Code is due to be completed, and amendments, if any, must approved by the City Council.
4. On June 21, 2022, the City Clerk notified the City Council that an amendment was necessary and proposed revisions be brought back to the City Council for review by October 3, 2022.

### **ANALYSIS:**

The Political Reform Act (California Government Code § 81000, et seq.) requires every local government agency to review its Conflict of Interest Code biennially to ensure it is up-to-date and amend the City Code, if necessary.

## **Consideration to Adopt a Resolution Updating the Designated Positions to the City's Conflict of Interest Code**

Page 2 of 2

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The COI designates employees that make, or participate in making decisions that may foreseeably have a material effect on economic interests and establishes procedures for those employees be required to complete the California Fair Political Practices Commission ("FPPC") Form 700 ("Statement of Economic Interests"), filed annually by April 1, with the City Clerk Department. The City Council, Planning and Preservation Commissioners, City Manager, City Attorney, and City Treasurer are required to file an Annual Statement of Economic Interests in compliance with Government Code § 87200 and therefore those position designations are not required to be individually listed on the proposed resolution.

The last review of the City's Conflict of Interest Code was evaluated and approved at the November 16, 2020 City Council meeting through adoption of Resolution No. 8043 (Attachment "B"). Therefore, as required biennially, staff has performed the biennial review of proposed revisions to the list of designated positions (Exhibit "A" of Attachment "A") and categories for officers and employees of the City and its legislative bodies, pursuant to Government Code Section 87306 and Section 18730 of Title 2, Division 6 of the California Code of Regulations.

During the last two years, changes to the City's organization have occurred that include changes to position titles and adding new positions such as Deputy City Manager/Economic Development and Assistant to the City Manager. The list of proposed designated employees (Exhibit "A" of Attachment "A") reflects necessary changes to the City's Conflict of Interest Code. Positions proposed to be deleted are indicated by ~~strike through~~ (if applicable) and positions that have been newly added or changed are **underlined and in bold**.

It is recommended that the City Council adopt Resolution No. 8178 (Attachment "A") amending the designated positions subject to the Conflict of Interest Code.

### **BUDGET IMPACT:**

There are no budget impacts resulting from approval of this item.

### **CONCLUSION:**

Staff has reviewed the list of designated positions and recommends that the City Council adopt Resolution No. 8178 (Attachment "A"), approving the amended designated positions subject to the Conflict of Interest Code.

### **ATTACHMENTS:**

- A. Resolution No. 8178, including:
  - Exhibit A: List of Designated Positions
- B. Resolution No. 8043
- C. 2022 Local Agency Biennial Notice and Instructions

**RESOLUTION NO. 8178**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A REVISED LIST OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES FOR OFFICERS AND EMPLOYEES OF THE CITY AND ITS LEGISLATIVE BODIES, PURSUANT TO GOVERNMENT CODE SECTION 87306 AND SECTION 18730 OF TITLE 2, DIVISION 6 OF THE CALIFORNIA CODE OF REGULATIONS**

**WHEREAS**, the purpose of the conflict of interest provisions of the Political Reform Act (Gov. Code, §87300, et seq.) (the "Act") is to prevent public decisions makers from participating decisions in which they have a personal financial stake; and

**WHEREAS**, the Act requires public officials and employees to complete Form 700 Statements of Economic Interests, to disclose financial interests which may be impacted by their public agency decisions; and

**WHEREAS**, the Act specifically requires members of city councils and planning commissions, as well as city managers, city treasurers, and city attorneys to disclose specified financial interests (Gov. Code, §§87200-87210.)

**WHEREAS**, the many other public officials and employees not covered by these provisions are subject to the disclosure requirements set forth in local conflict of interest codes adopted by state and local governments; and

**WHEREAS**, the Act requires state and local government agencies to adopt and promulgate such local conflict of interest codes (Gov. Code, §87300); and

**WHEREAS**, the City of San Fernando (the "City") has accordingly adopted and promulgated such a local conflict of interest code; and

**WHEREAS**, Government Code section 87306(a) requires the City to amend its Conflict of Interest Code every two years when "change is necessitated by changed circumstances, including the creation of new positions which must be designated"; and

**WHEREAS**, the Fair Political Practices Commission ("FPPC"), created by the Act, established section 18730 of title 2, division 6 of the California Code of Regulations, which contains the standard conflict of interest code that can be incorporated by reference and which may be amended by the FPPC to conform to amendments in the Act, after public notice and hearings; and

**WHEREAS**, the terms of Section 18730 of Title 2, Division 6 of the California Code of Regulations are hereby reincorporated by reference, and such provisions, along with the additional positions and categories set forth in the attached **Exhibit “A,”** shall constitute the updated Conflict of Interest Code for the City; and

**WHEREAS**, this Resolution amends the City’s Conflict of Interest Code in accordance with Government Code Section 87306(a) and Section 18730 of Title 2, Division 6 of the California Code of Regulations and repeals previous Resolutions adopting and amending the City’s Conflict of Interest Code.

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

**SECTION 1.** The revised list of designated officials and employees, attached hereto as **Exhibit “A”** and concomitant amendment of the City of San Fernando Conflict of Interest Code, are hereby approved.

**SECTION 2.** Persons holding designated positions set forth in **Exhibit “A”** of this Resolution shall timely file Form 700 Statements of Economic Interest with the City Clerk, who shall function as the filing officer for the City and make such Form 700 Statements of Economic Interest on file in the City Clerk Department.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its regular meeting held on this 19<sup>th</sup> day of September, 2022.

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Mary Mendoza, Mayor of the City of San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk



CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8178 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 19<sup>th</sup> day of September, 2022, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of September, 2022.

---

Julia Fritz, City Clerk

**EXHIBIT A****Designated Positions****Disclosure Categories****I. Administrative Department**

Assistant City Attorney	1, 2, 3, 4
<b><u>Deputy City Manager/Economic Development</u></b>	<b><u>1, 2, 3, 4 (New Position)</u></b>
City Clerk	5, 6
<b><u>Assistant to the City Manager</u></b>	<b><u>1, 2, 3, 4 (New Position)</u></b>
<b><u>Deputy City Clerk/Management Analyst</u></b>	<b><u>5, 6 (Add)</u></b>

**Key to Disclosure Categories for Administrative Department**

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable business positions. (Form 700, Schedule C.)
5. Reportable investments and business positions in business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.

**II. Community Development Department**

<del>Deputy City Manager</del> /Director of Community Development	1, 2, 3
Associate Planner	1, 2, 3
Community Preservation/Building Inspector	1, 2, 3
<b><u>Housing Coordinator</u></b>	<b><u>1, 2, 3 (New Position)</u></b>

**Key to Disclosure Categories for Community Development Department**

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)

2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies, or services subject to the review or approval of the Community Development Department.
3. Reportable income from persons or business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services subject to the review or approval of the Community Development Department.

### III. Finance Department

Director of Finance/City Treasurer  
IT Systems Administrator

1, 2, 3, 4  
1, 2 (New Position)

#### Key to Disclosure Categories for Finance Department

1. Reportable investments and business positions in business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
2. Reportable income from persons or business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
3. Reportable investments and business positions in business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this Conflict of Interest Code.
4. Reportable income from persons or business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this conflict of interest code.

### IV. Public Works Department

Director of Public Works	1, 2, 3, 4, 5
Public Works Operations Manager	1, 2, 3, 4, 5
Public Works Superintendent	1, 2, 3, 4, 5
Management Analyst	1, 2, 3

**Water Operations Manager****1, 2, 3, 4, 5 (New Position)****Water Operations Superintendent****1, 2, 3, 4, 5 (New Position)****Key to Disclosure Categories for Public Works Department**

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.
3. Reportable income from persons or business entities having an interest in real property in the jurisdiction or that provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.
4. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.
5. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.

**V. Recreation & Community Services Department**

Director of Recreation & Community Services	1, 2
Recreation & Community Services Supervisor	1, 2
<del>Community Services Supervisor</del>	<del>1, 2</del>

**Key to Disclosure Categories for Recreation & Community Services Department**

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.

2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.

#### VI. Police Department

Police Chief	1, 2
Police Lieutenant	1, 2

#### Key to Disclosure Categories for Police Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Police Department.
2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Police Department.

#### VII. Consultants

Consultant	1
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#### Key to Disclosure Categories for Consultants

1. For consultants who serve in a staff capacity with the City, the consultant shall disclose based on the disclosure categories assigned elsewhere in this code for that staff position.

For consultants who do not serve in a staff capacity for the City, the following disclosure categories shall be used:

Persons required to disclose in this category shall disclose pursuant to categories A, B, C and D below unless the City Manager determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories A, B, C and D. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

- A. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
- B. Reportable income. (Form 700, Schedules C, D and E.)
- C. Reportable investments. (Form 700, Schedules A-1 and A-2.)
- D. Reportable business positions. (Form 700, Schedule C.)

**RESOLUTION NO. 8043****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A REVISED LIST OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES FOR OFFICERS AND EMPLOYEES OF THE CITY AND ITS LEGISLATIVE BODIES, PURSUANT TO GOVERNMENT CODE SECTION 87306 AND SECTION 18730 OF TITLE 2, DIVISION 6 OF THE CALIFORNIA CODE OF REGULATIONS**

**WHEREAS**, the purpose of the conflict of interest provisions of the Political Reform Act (Gov. Code, §87300, et seq.) (the "Act") is to prevent public decisions makers from participating decisions in which they have a personal financial stake; and

**WHEREAS**, the Act requires public officials and employees to complete Form 700 Statements of Economic Interests, to disclose financial interests which may be impacted by their public agency decisions; and

**WHEREAS**, the Act specifically requires members of city councils and planning commissions, as well as city managers, city treasurers, and city attorneys to disclose specified financial interests (Gov. Code, §§87200-87210.)

**WHEREAS**, the many other public officials and employees not covered by these provisions are subject to the disclosure requirements set forth in local conflict of interest codes adopted by state and local governments; and

**WHEREAS**, the Act requires state and local government agencies to adopt and promulgate such local conflict of interest codes (Gov. Code, §87300); and

**WHEREAS**, the City of San Fernando (the "City") has accordingly adopted and promulgated such a local conflict of interest code; and

**WHEREAS**, Government Code section 87306(a) requires the City to amend its Conflict of Interest Code every two years when "change is necessitated by changed circumstances, including the creation of new positions which must be designated"; and

**WHEREAS**, the Fair Political Practices Commission ("FPPC"), created by the Act, established section 18730 of title 2, division 6 of the California Code of Regulations, which contains the standard conflict of interest code that can be incorporated by reference and which may be amended by the FPPC to conform to amendments in the Act, after public notice and hearings; and

**WHEREAS**, the terms of Section 18730 of Title 2, Division 6 of the California Code of Regulations are hereby reincorporated by reference, and such provisions, along with the additional positions and categories set forth in the attached **Exhibit "A,"** shall constitute the updated Conflict of Interest Code for the City; and

**RESO. NO. 8043**

**WHEREAS**, this Resolution amends the City's Conflict of Interest Code in accordance with Government Code Section 87306(a) and Section 18730 of Title 2, Division 6 of the California Code of Regulations and repeals previous Resolutions adopting and amending the City's Conflict of Interest Code.

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

**SECTION 1.** The revised list of designated officials and employees, attached hereto as **Exhibit "A"** and concomitant amendment of the City's Conflict of Interest Code, are hereby approved.

**SECTION 2.** Persons holding designated positions set forth in **Exhibit "A"** of this Resolution shall timely file Form 700 Statements of Economic Interest with the City Clerk, who shall function as the filing officer for the City and make such Form 700 Statements of Economic Interest on file in the City Clerk's office.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its regular meeting held on this 16<sup>th</sup> day of November 2020.

DocuSigned by:

*Joel Fajardo*

34DA1699803B42F

Joel Fajardo, Mayor

**ATTEST:**

*Julia Fritz*  
Julia Fritz, City Clerk



**RESO. NO. 8043**

**CERTIFICATION**

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8043 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 16<sup>th</sup> day of November, 2020, by the following vote of the City Council:

**AYES:** Fajardo, Pacheco, Ballin, Gonzales, Mendoza – 5

**NAYS:** None

**ABSENT:** None

**ABSTAINED:** None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 23<sup>rd</sup> day of November 2020.

  
Julia Fritz, City Clerk

RESO. NO. 8043

**EXHIBIT A****Designated Positions****Disclosure Categories****I. Administrative Department**

Assistant City Attorney	1, 2, 3, 4
City Clerk	5, 6

**Key to Disclosure Categories for Administrative Department**

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable business positions. (Form 700, Schedule C.)
5. Reportable investments and business positions in business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.

**II. Community Development Department**

<u>Deputy City Manager/Director of Community Development</u>	1, 2, 3
Associate Planner	1, 2, 3
Community Preservation/Building Inspector	1, 2, 3

**Key to Disclosure Categories for Community Development Department**

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies, or services subject to the review or approval of the Community Development Department.

**RESO. NO. 8043**

3. Reportable income from persons or business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services subject to the review or approval of the Community Development Department.

**III. Finance Department**

Director of Finance 1, 2, 3, 4

**Key to Disclosure Categories for Finance Department**

1. Reportable investments and business positions in business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
2. Reportable income from persons or business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
3. Reportable investments and business positions in business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this Conflict of Interest Code.
4. Reportable income from persons or business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this conflict of interest code.

**IV. Public Works Department**

Director of Public Works	1, 2, 3, 4, 5
Management Analyst	1, 2, 3
Public Works Operations Manager	1, 2, 3, 4, 5
Public Works Superintendent	1, 2, 3, 4, 5

**Key to Disclosure Categories for Public Works Department**

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required

**RESO. NO. 8043**

under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.

3. Reportable income from persons or business entities having an interest in real property in the jurisdiction or that provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.
4. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.
5. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.

**V. Recreation & Community Services Department**

Director of Recreation & Community Services	1, 2
Recreation Supervisor	1, 2
Community Services Supervisor	1, 2

**Key to Disclosure Categories for Recreation & Community Services Department**

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.
2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.

**VI. Police Department**

Police Chief	1, 2
Police Lieutenant	1, 2

**Key to Disclosure Categories for Police Department**

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time

**RESO. NO. 8043**

a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Police Department.

2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Police Department.

**VII. Consultants**

Consultant

1

**Key to Disclosure Categories for Consultants**

1. For consultants who serve in a staff capacity with the City, the consultant shall disclose based on the disclosure categories assigned elsewhere in this code for that staff position.

For consultants who do not serve in a staff capacity for the City, the following disclosure categories shall be used:

Persons required to disclose in this category shall disclose pursuant to categories A, B, C and D below unless the City Manager determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories A, B, C and D. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

- A. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
- B. Reportable income. (Form 700, Schedules C, D and E.)
- C. Reportable investments. (Form 700, Schedules A-1 and A-2.)
- D. Reportable business positions. (Form 700, Schedule C.)

## FAIR POLITICAL PRACTICES COMMISSION

## 2022 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

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The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By **July 1, 2022**: The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By **October 3, 2022**: The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2022 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in **more than one county** and will contact them.

### The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

**If you answer yes, to any of the questions below, your agency's code probably needs to be amended.**

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on [FPPC's website](https://www.fppc.ca.gov).



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## AGENDA REPORT

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**To:** Mayor Mary Mendoza and Councilmembers

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

**Date:** September 19, 2022

**Subject:** Consideration to Award a Professional Services Agreement to RJM Design Group, Inc., for the Design of the Las Palmas Park Revitalization Project

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 2107) with RJM Design Group, Inc. (RJM) in an amount not to exceed \$490,121 to provide community engagement and design services for the Las Palmas Park Revitalization Project; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. On February 5, 2018, the City Council adopted the Parks and Recreation Master Plan (PMP) as an instrument for developing a comprehensive vision for park facility improvements and recreational programming offered to the residents of San Fernando. The PMP identified multiple park sites that needed improvements in order to maintain the continuity of recreational services.
2. On June 5, 2018, the voters of California approved Proposition 68, "Parks, Environment, and Water Bond Act." The measure authorized \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects. The California Department of Parks and Recreation was the agency assigned to administer the grants program for Proposition 68.
3. On July 10, 2020, the California Department of Parks and Recreation released the Statewide Park Development and Community Revitalization Grant Program (SPP) Round 4, for revitalizing projects throughout the State. SPP allocated \$395.3 million in competitive grant funding to create, expand or renovate parks in low-income and disadvantaged communities.

**Consideration to Award a Professional Services Agreement to RJM Design Group, Inc. for the Design of the Las Palmas Revitalization Project**

Page 2 of 5

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4. On February 16, 2021, the City Council authorized staff to submit a SPP grant application for Recreation, Las Palmas, and Pioneer parks for facility renovations identified in the PMP and to enhance recreational opportunities for the community.
5. Throughout the application process, Recreation and Community Services (RCS) staff discussed the renovation projects of the three park applications with the Parks, Wellness and Recreation Commission. In addition, staff conducted several community meetings via Zoom and in-person to gather feedback relating to the park renovation projects. The final grant application included the community's feedback on the planned renovations.
6. On December 8, 2021, the California Department of Parks and Recreation informed the City that the Las Palmas Park Revitalization Project was selected for funding. The grant award of \$4.2 million includes pre-construction costs to assist with plan development, design specifications, cost estimates, and construction documents.
7. On June 6, 2022, the City Council authorized staff to circulate a Notice Inviting Bids for community engagement and for the design of the Las Palmas Revitalization Project. Six firms responded to the request and three firms were invited to an interview to better gauge their qualifications.

**ANALYSIS:**

The Notice Inviting Bids (NIB) released on June 6, 2022 requested services from experienced landscape architect/engineering firms to develop a cost estimate, a biddable set of plans and specifications for the project. The proposals for the project were due on or before July 7, 2022. Six prospective firms submitted a proposal. A three-member panel, consisting of two RCS staff members and one Public Works staff member, evaluated each firm based on how well they responded to the Request for Proposals (RFP; Exhibit "A" of Attachment "A") minimum bid criteria requested in the NIB. The sections that were evaluated included the following:

- A Proposal Summary and Profile
- The firm's Community Engagement Plan
- The Firm's Qualifications (detailing experience on similar projects/clients)
- A Project Work Plan
- A Project Staffing Description
- A Proposal Cost Breakdown

Based on the panel's evaluations of the six firms, a short list was developed and three of the six firms were invited to an interview to determine which proposal best met the needs of the City. The firms interviewed included: Community Works Design Group, Nuvis Landscape Architecture and RJM Design Group. An interview panel consisting of the Director of Recreation and

**Consideration to Award a Professional Services Agreement to RJM Design Group, Inc. for the Design of the Las Palmas Revitalization Project**

Page 3 of 5

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Community Services, the Recreation and Community Services Supervisor and the City's Civil Engineering Assistant II conducted the interviews on August 25, 2022 and August 31, 2022.

The three firms interviewed demonstrated a high-level of experience and qualifications in the field of facility design and provided examples of current projects similar with other municipalities. The panel focused on determining which firm best demonstrated an understanding of the Las Palmas Park Revitalization Project, and how the firm planned to implement that understanding into the design of the Las Palmas Park project. The panel also gauged how the firms would work with the City staff to ensure that the Project will be completed on time and on budget.

The interview also evaluated each firm's community engagement plan and how community feedback would be incorporated into the design of project. The panel looked at experience, philosophy and methods used to integrate the community voice in the final design of the project. Other key elements staff considered included each grant scope conceptual design, any potential challenges the firm anticipated and how they would minimize the likelihood of change orders.

RJM provided a concise and detailed explanation of how the firm planned to meet the needs of the City; their responses conveyed their vision of the Las Palmas Revitalization Project. RJM is familiar with the San Fernando community and a strong proponent for community engagement. Based on the criteria specified in the RFP and review of the proposals submitted and the interviews with the three firms, RJM was determined to be most suitable based on the overall project understanding, qualifications of the consulting team, relative project experience, project approach and methodology, and proposed cost (Exhibit "B" of Attachment "A").

The Las Palmas Park Revitalization Project aligns with the City's Park and Recreation Master Plan in its continued effort to meet the recreational and facility needs of San Fernando residents. The Project is based on input from community planning meetings involving youth, seniors, and family groups. Additional design ideas came from residents and user group surveys. RJM will continue the gathering of community feedback to help develop the Las Palmas Park grant scope concept that include the following major park amenities renovations:

- Renovation of the playground adding ADA accessibility and shading
- Renovation of the basketball court with lighting
- Construction of a new tennis/pickleball court with lighting
- Construction of a new splash pad
- Renovation of three baseball fields with lighting
- Renovation of the concession stand
- Renovation of the outside restrooms
- Construction of a new multi-purpose field with lighting
- Renovation of the outdoor exercise equipment
- Renovation of the picnic shelters and walking path lighting

## Consideration to Award a Professional Services Agreement to RJM Design Group, Inc. for the Design of the Las Palmas Revitalization Project

Page 4 of 5

- Construction of new landscaping throughout the park
- Renovation of the recreation center/learning center including 2 patio restrooms
- Design to incorporate projects that the California Conservation Corps will perform

### California Environmental Quality Act (CEQA).

The City has complied with CEQA requirement for the Las Palmas Park Revitalization Project by filing a Notice of Exemption based on CEQA's guidelines Section 15301 (Existing Facilities) Class 1 and Section 15302 (Replacement or Reconstruction of existing Structures of Facilities). Class 1 exempts the project when the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The Class 2 exception is allowable when the replacement or reconstruction of existing structures and facilities, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

### **BUDGET IMPACT:**

The total estimated grant cost for the Las Palmas Park Revitalization Project is \$4,234,980. Funding is included in the City's adopted Fiscal Year 2022-2023 budget through the Statewide Park Development and Community Revitalization (SPP) Grant. There is no match requirement for this grant.

<b>SOURCES</b>		
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>
Statewide Park Program (Grant)	010-3692-0156	\$ 4,234,980
<b>Total Sources:</b>		<b>\$ 4,234,980</b>

<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
Pre-construction Cost	010-422-0156-4600	\$ 490,121
Plans, Specifications, Cost Estimates, Permits		
Groundbreaking, public meetings		
Construction	010-422-0156-4600	\$ 3,529,150
<b>Expenditures-to-Date:</b>		<b>\$ 1,410</b>
<b>Total Available Uses:</b>		<b>\$ 4,233,570</b>

**Consideration to Award a Professional Services Agreement to RJM Design Group, Inc. for the Design of the Las Palmas Revitalization Project**

Page 5 of 5

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The grant allows pre-construction cost not exceeding 25% (\$705,830) of the grant amount. RJM Proposal Cost of \$490,121 is within the allotted amount. At the conclusion of the design, staff will re-allocate any remaining pre-construction funds toward construction.

**CONCLUSION:**

It is recommended that the City Council approve a Professional Services Agreement with RJM in an amount not to exceed \$490,121, to provide community engagement and design the Las Palmas Park Revitalization Project, and authorize the City Manager to execute all related documents.

**ATTACHMENT:**

- A. Contract No. 2107, including:
  - Exhibit A: Request for Proposals
  - Exhibit B: RJM Design Group, Inc. Proposal



2022  
**PROFESSIONAL SERVICES AGREEMENT**

**(Engagement: Design of Las Palmas Park Revitalization Project)  
(Parties: RJM Design Group and City of San Fernando)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 19<sup>th</sup> day of September 2022 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and RJM DESIGN GROUP, INC. (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, as appropriate.

**RECITALS**

WHEREAS, CITY requires professional consulting services for community engagement and design of the Las Palmas Park Revitalization Project; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of September 19, 2022 under Agenda Item No. 4.

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 WORK:**

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Design of the Las Palmas Park Revitalization Project", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Design of the Las Palmas Park Revitalization Project City of San Fernando" (hereinafter, the "CONSULTANT Proposal") dated July 7, 2022. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP

and the provisions of the document entitled CONSULTANT PROPOSAL, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

## **1.2 PROSECUTION OF WORK:**

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before June 4, 2023 (the "Completion Date");
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

**1.3 COMPENSATION:** CONSULTANT shall perform the Work in accordance with Proposal Costs Sheet & Rates Section (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **Four Hundred Ninety Thousand One Hundred Twenty One (\$490,121)** (hereinafter, the "Not-to-Exceed Sum") during the prosecution of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, 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 the work requested in Section 1.1, CONSULTANT shall submit to CITY an itemized invoice indicating the services

performed and tasks completed 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 compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, 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 will notify CONSULTANT 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 ACCOUNTING RECORDS:** CONSULTANT will 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 will have the right to access and examine such records, without charge, during normal business hours. CITY will 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 Work, CONSULTANT will 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 will 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 REPRESENTATIVE:** The CITY hereby designates the City Manager and Director of Recreation and Community Services (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.

**2.2 CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates Zachary Mueting, LLA Principal, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement.



Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will 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 will 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 will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

**2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:**

CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will 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.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. 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

- G. 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 will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will 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 will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will 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 will 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 will be ineffective, null and void and will constitute a material breach of this Agreement.

- 2.6 SUBSTITUTION OF KEY PERSONNEL:** CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or

timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows:

- Zachary Mueeting, LLA Principal
- Rubio Medina, Architecture
- Tom Carcelli, Civil Engineering
- Bill Zavrsnick, Electrical Engineering
- Chris Curry, Irrigation Design
- David Dzwilewski, Sports Field Consultant
- Nachi Madhavan, Aquatics Consultant
- Greg Silver, Geotechnical/Structural Engineering
- Jay Helekar, Construction Management

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

**2.8 REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative 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 will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

- 2.9 COMPLIANCE WITH LAWS:** CONSULTANT will 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 will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will 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 will 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 will procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT will 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 will 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 will 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 Two Million Dollars (\$2,000,000.00) 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 will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.

**3.2 ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance will 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 will 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 will 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 Representative is 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 will 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 will be in excess of CONSULTANT's insurance and will not contribute with it.

**3.5 WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement will 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, its officials, officers,

employees, agents and volunteers.

**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 will 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 will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.

**3.7 FAILURE TO MAINTAIN COVERAGE:** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.

**3.8 SPECIAL RISKS OR CIRCUMSTANCES:** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **IV. INDEMNIFICATION**

**4.1** The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to

indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

- 4.2** To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3** CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.4** The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5** CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6** CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7** This Article and all provisions contained herein (including but not limited to the duty to

indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

**4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES:** The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR'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.

**4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS:** Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.



- 4.10** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.11** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.12** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized 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.
- 4.13** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.14** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be 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 immediately terminate this Agreement at

any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will 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 will 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, will 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") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will 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 will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B 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 will 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 will cure the Event of Default within the following time periods:
  - i. Within ten (10) 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 10-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 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for

the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-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 will 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 will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (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 will 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, will 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 will 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 will 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 will 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 will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will 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 will 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 will 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 will 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 will 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 will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

## VI.

### **MISCELLANEOUS PROVISIONS**

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data will 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, designs, 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 will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will 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 will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will 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 will 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:**

RJM Design Group, Inc.  
31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
Attn: Zachary Mueting LLA  
Phone: (949) 493-2600

**CITY:**

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Recreation and Community Services  
Department  
Phone: (818) 898-1290

Such notices will 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 will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING:** CONSULTANT will 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, will 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 will 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, will 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 will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will 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, will 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, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will 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 will 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 will not be construed in favor of, or against, either Party but will 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 will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement will 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 will 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, limit, 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 will control.
- 6.19 ENTIRE AGREEMENT:** This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral

or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

**6.20 FORCE MAJEURE:** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

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

**SIGNATURES ON NEXT PAGE**



**PROFESSIONAL SERVICES AGREEMENT**

**Design of the Las Palmas Park Revitalization Project**

Page 20 of 20

CONTRACT NO. 2107

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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**

**RJM DESIGN GROUP, INC.**

By: \_\_\_\_\_  
Nick Kimball, City Manager

By: \_\_\_\_\_

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

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

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

**APPROVED AS TO FORM**

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

By: \_\_\_\_\_  
Richard Padilla, Assistant City Attorney

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

**EXHIBIT "A"**  
**CONTRACT NO. 2107**

**NOTICE INVITING BIDS**

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

**DESIGN OF THE LAS PALMAS PARK REVITALIZATION PROJECT**

in strict accordance with the Specifications on file in the office of the SAN FERNANDO RECREATION AND COMMUNITY SERVICES DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at <http://ci.san-fernando.ca.us/rfps-rfqs-nibs-nois>

One (1) original and one electronic copy of the proposal must be submitted to the CITY CLERK DEPARTMENT in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than 4:00 p.m. on Thursday, June 30, 2022. Bids must be clearly marked Bid for DESIGN OF THE LAS PALMAS PARK REVITALIZATION PROJECT. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: \_\_\_\_\_  
Julia Fritz, City Clerk

Published in **The San Fernando Sun** on **June 9, 2022.**

## **REQUEST FOR PROPOSALS**



**The Recreation and Community Services Department is requesting proposals for:**

### **DESIGN OF THE LAS PALMAS PARK REVITALIZATION PROJECT**

**RELEASE DATE: Tuesday, June 7, 2022**

**RESPONSE DUE: Thursday, July 7, 2022**

## **GENERAL INFORMATION**

The City of San Fernando offers seven park facilities that provide recreational opportunities to the community. All park facilities are conveniently located within a 2-mile radius and easily accessible to residents. Typical amenities include activity rooms, picnic shelters, softball diamonds, and multi-purpose fields that may be reserved for private use; as well as indoor/outdoor basketball courts and picnic tables that are available on a first-come, first-served basis.

The City of San Fernando is interested in contracting with an experienced and qualified firm to provide professional design services for the Las Palmas Park Revitalization Project detailed in the Scope of Service. Las Palmas Park is approximately 7.7 Acres located at 505 North Huntington Street, San Fernando, CA 91340 in a residential neighborhood.

The existing park amenities include an open field, ball diamonds, a playground, several picnic shelters, and basketball courts. There is also a Community Center housing a gymnasium, Banquet room, and a Learning Center. The objective of the Las Palmas Park Renovation Project is to renovate, replace and enhance the major recreation features and park amenities to provide greater recreational opportunities for the surrounding community, provide employment or volunteer opportunities for residents, and incorporate environmental elements for efficient use of water and other natural resources.

The Statewide Park Development and Community Revitalization Grant Program is funding the Las Palmas Park Revitalization Project. As such, all contracted work must comply with the provisions of §1771.5 of the State Labor Code.

## **BACKGROUND**

The City of San Fernando incorporated in 1911 is governed by a City Council/City Manager form of government with seven departments, consisting of the Administration, City Clerk, Community Development, Finance, Police, Public Works, and Recreation and Community Services Departments. The City employs approximately 125 full-time employees from a total Adopted Budget for the fiscal year 2021-2022 of \$62.7 million, which includes a General Fund budget of \$22.5 million. The City is a cost-conscious provider of outstanding public services to its citizens and local businesses. The City actively pursues grants to enhance the public services offered to its citizens and local businesses. The Recreation and Community Services Department is currently administering the Statewide Park Development and Community Revitalization Grant Program.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified firms that can demonstrate knowledge and expertise in developing a final design and contract documents for the Las Palmas Park Revitalization Project. A description of the technical environment, contractor staffing, qualifications, and performance expectations for this RFP follows.

## **INSTRUCTIONS FOR SUBMITTING FIRMS**

### **A. Examination of Proposal Documents**

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

### **B. Walkthrough**

All prospective firms are encouraged to attend a walkthrough of the Las Palmas Park site scheduled for **Monday, June 20, 2022**, at 11:00 A.M. The project’s scope discussion and site inspection will assist prospective bidders in designing the recreational features and major support amenities the grant will fund.

### **C. Questions/Clarifications**

Please direct any questions regarding this RFP to Mr. Venegas, via e-mail at [jvenegas@sfcity.org](mailto:jvenegas@sfcity.org). Questions must be submitted by 1:30 p.m. on **Friday, June 24, 2022**. Responses to all questions will be posted to the city’s website/Business at <http://ci.san-fernando.ca.us/rfps-rfqs-nibs-nois> by **Monday, June 27, 2022**.

### **D. Submission of Bid Proposals**

Bid proposal submissions may be mailed and emailed. Mailed proposals can be sent to City Hall, 117 Macneil Street, San Fernando, California, 91340. Proposals must be received no later than **4:00 P.M. on Thursday, July 7, 2022**, (postmarks will not be accepted) and clearly marked “Design for Las Palmas Park Revitalization Project” c/o City Clerk. Email submittals must be addressed to Julian Venegas at [jvenegas@sfcity.org](mailto:jvenegas@sfcity.org), and the subject line shall read “City of San Fernando RFP – Design for the Las Palmas Park Revitalization Project.” Emailed proposals must be received no later than **4:00 P.M. on Thursday, July 7, 2022**. All proposals received after that time will not be accepted.

The scheduled Bid opening is on **Thursday, June 7, 2022, at 4:15 P.M.** exactly.

### **E. Withdrawal of Proposals**

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

**F. Rights of City of San Fernando**

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

The City reserves the right to:

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

**G. Contract Type**

It is anticipated that a standard form Professional Services Agreement contract will be executed subsequent to the City Council’s review and approval of the recommended firm.

**H. Collusion**

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

**SCOPE OF SERVICE**

The following section describes the specific services requested by this Request for Proposal. The City of San Fernando is requesting landscape architect and engineering design services from qualified and experienced firms to develop a biddable set of plans, specifications and a project cost estimate to revitalize Las Palmas Park.

The Las Palmas Park Revitalization Project aligns with the City’s Park and Recreation Master Plan in its continued effort to meet the recreational and facility needs of San Fernando residents. The Project is based on input from community planning meetings involving youth, seniors, and family groups. Additional design ideas came from residents and user group surveys. The Las Palmas Park

grant Concept Level Site Plan (Exhibit 1) shows the recommended park improvements. However, the proposed project design may recommend alternative locations for these major park amenities base on community feedback and to maximize land use. The improvement projects include the following:

- Renovation of the playground adding ADA accessibly and shading
- Renovation of the basketball court with lighting
- Construction of a new tennis/pickleball court with lighting
- Construction of a new splash pad
- Renovation of three baseball fields with lighting
- Renovation of the concession stand
- Renovation of the outside restrooms
- Construction of a new multi-purpose field with lighting
- Renovation of the outdoor exercise equipment
- Renovation of the picnic shelters and walking path lighting
- Construction of new landscaping throughout the park
- Renovation of the recreation center/learning center including 2 patio restrooms
- Design to incorporate projects that the California Conservation Corps will perform

The City a Statewide Park Development and Community Revitalization Grand funds recipient will mandate that the provisions of §1771.5 of the State Labor Code be followed for all contracted work related to the Las Palmas Park Revitalization Project.

The Project site, Las Palmas Park, is located at 505 North Huntington Street, San Fernando, CA 91340. Las Palmas Park is situated in an urban neighborhood surrounded by housing. There is no land available to expand the park, so the revitalization project intends to maximize land use to provide additional recreational opportunities for the community.

Upon execution of the agreement by all parties, City staff expects to schedule a meeting with the selected firm within 5 business days to discuss the project timeline, a conceptual design, engineering cost estimates, and the community engagement effort for the project. A minimum 60-day community engagement effort is expected for the project with the set of biddable plans, specifications, and cost estimates within 120 days from the agreement executed to date. The selected Firm and City shall work closely to develop and identify key milestones and project deliverable dates to ensure that the completion of the project is on or before June 30, 2025.

## **REQUIRED SERVICES**

### **1. Community Engagement Plan**

- The City values and focuses on enhancing the quality of life and community satisfaction. Community engagement is a method to guide major City decisions to ensure residents voice their needs.
- The Consultant shall develop a community engagement plan for gathering feedback and incorporating that input into the final design of the Las Palmas Revitalization Project.

- The optimal way to garner the community’s sentiment is to sub-contract or partner with an experienced firm that recognizes the rich historical and cultural significance of the City.
2. Obtain All Necessary Permits
    - The consultant will support and provide all necessary services to obtain the required permits. The City has already filed a Negative Declaration according to CEQA.
  3. Plans, Specifications, and Engineering Estimates
    - Prepare plans, which will include at a minimum Title Sheet, General Notes, and Right-of-Way, Existing Conditions and Demolition Plans, Civil/Architectural Layout Plans, Grading, and Utilities Plans, Landscaping, and Irrigation Plans, Electrical and Lighting Plan, and all necessary details to construct the project.
    - Prepare specifications and bid documents, which will include at a minimum, detailed projects description, working days for construction, bid schedule, bid item descriptions, payment methods, special provisions, technical specifications, and any specification detail sheets or standard plans, necessary to construct the project.
    - Prepare engineering estimates consistent with the specifications and bid documents.
    - The following plan check submittals shall be provided, at a minimum:
      - i. 1st Review – Conceptual Design presented to City staff for review, analysis, and recommendations.
      - ii. 2nd Review - 65% design based on a set of consolidated comments received from staff and presented at the City Council meeting for review and recommendations on or before the third Monday in September 2022.
      - iii. 3rd Review – 95% Plans, Specifications, and Cost Estimate that will be presented at a City Council meeting on or before the third Monday in November 2022.
  4. Final Submittals
    - Submit two full-size and two half-size (bond paper) final plan set master with the design engineer’s seal and signature on each plan sheet and title sheet of specifications.
    - Submit an electronic copy of all plans in AutoCAD and Adobe Acrobat format on a Flash Drive.
    - Submit specification document in Microsoft Word format on a Flash Drive.
    - Submit one set of quantity calculations and final engineering estimate in Microsoft Excel format on a Flash Drive.
    - Submit all electronic files, including correspondence, photolog, and analyses, used in the project design on a Flash Drive. Files that are not in electronic format shall be scanned into a commonly used digital format and saved to the Flash Drive.
  5. Project Coordination during Design Process
    - Hold an appropriate number of meetings with City staff
    - Provide monthly status reports.
    - Provide design schedule with updates as required.
    - Provide meeting minutes and action items.
  6. Bidding Phase
    - Attend the pre-bid meeting and respond to contractor requests for clarification during the



bid process.

- Record and distribute among potential bidders answers and clarifications given to individual contractors, and prepare formal construction documentation addenda, if necessary
- Prepare any required addenda pre-bid and pre-construction meeting agenda, if requested at no additional charge.
- Attend pre-construction meeting.

**7. Design Support during Construction Process**

- If requested, the consultant will participate in the pre-construction kick-off meeting and clarify questions related to project specifications.
- Upon requests, the consultant needs to be prepared to answer questions posed during construction by the contractor or by the City, not addressed during the pre-construction meeting.
- Based on the consultant's experience with similar projects, estimate, and state in your proposal the time necessary for the consultant to spend on design support during construction (i.e. Project Management, monitoring, and reporting on project progress, compliance with provisions of §1771.5 of the State Labor Code.)

**PROPOSED TERM OF CONTRACT**

The proposed term of the contract is 270 days from the execution of the contract.

**SCHEDULE FOR SELECTION**

RFP notice posted on City website	
( <a href="http://ci.san-fernando.ca.us/rfps-rfgs-nibs-nois">http://ci.san-fernando.ca.us/rfps-rfgs-nibs-nois</a> )	June 8, 2022
Walkthrough:	June 20, 2022
Deadline for Submittal of Questions:	June 24, 2022
Response to Questions:	June 27, 2020
Deadline for Submittal of Proposal:	July 7, 2022
Agreement Presented to Council for Review & Approval:	August 15, 2022

**METHOD OF SELECTION AND NOTICES**

A selection committee made up of staff from the Recreation and Community Services Department and Public Works Department will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- |  |     |
|--|-----|
| • Completeness and Comprehensiveness.  | 20% |
| • Firm’s Community Engagement Plan.  | 20% |
| • Experience of the firm providing similar services to other municipalities. | 20% |
| • Cost-effectiveness.  | 20% |
| • Quality of proposed staff.   | 20% |

## **INFORMATION TO BE SUBMITTED**

1. Prospective Firms must submit one digital copy of their proposal via email to [ivenegas@sfcity.org](mailto:IVENEGAS@sfcity.org)

2. Include a *Proposal Summary* Section

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

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

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

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

4. Include a *Qualifications of the Firm* Section

This section shall include a brief description of the Firm’s qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm’s adherence to the schedule and budget for each project.

5. Include a *Work Plan* Section

This section presents a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City’s objectives, work requirements, and the Firm’s ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, and extent of services (number of people used, engagement duration, and contract value).

6. Include a *Project Staffing* Section

In this section, discuss how the Firm would propose to staff this project. The firm’s key project team members shall be identified by name, specific responsibilities on the project, and their qualifications. An organizational chart for the project team and resumes for key Firm personnel

shall be included. Key Firm personnel will be an important factor considered by the Recreation and Community Services Director. **There can be no change of key personnel once the proposal is submitted, without prior approval of the City.**

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

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

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

Las Palmas Park Site Plan

505 Huntington Street, San Fernando, CA 91340



Legend:

A - Renovate Tot Lot w/ADA access and Shading

B1 - Renovate basketball court with lighting

B2 - Construct a new tennis/pickleball court with lighting

C - Construct new splash pad/water feature

D - Renovate Baseball Complex

E - Construct New Multipurpose Athletic Field

F - Renovate outdoor exercise equipment

G - Renovate Recreation Center/Learning Center including patio/restrooms

H - Construct new landscaping throughout park

I - Install New Field Lights

J - Renovate 3 picnic shelters

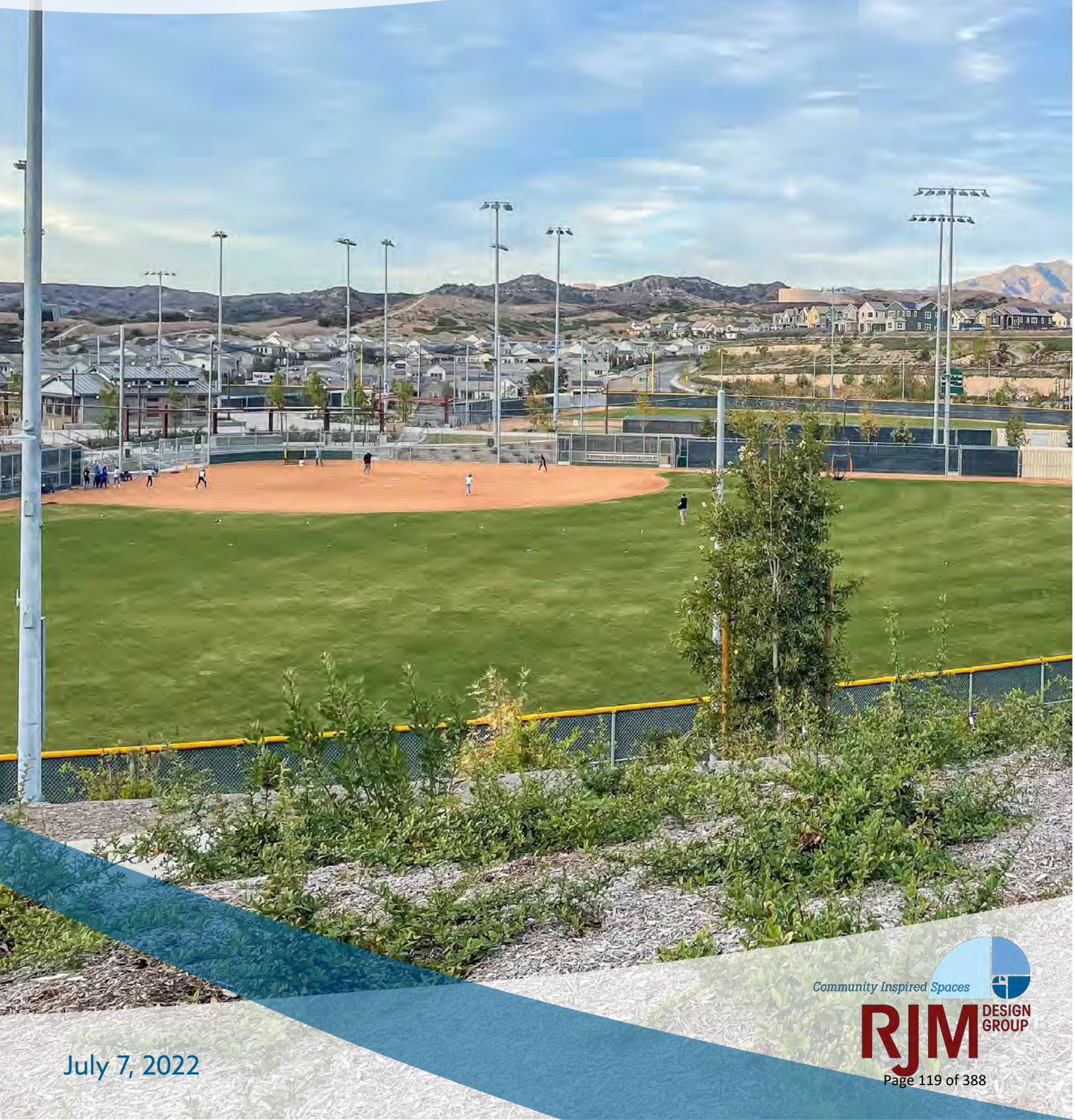
K - Renovate 2 bathrooms; Renovate Concession stand (bathrooms and concession stand are in the same building)





# Design of the Las Palmas Park Revitalization Project

City of San Fernando



July 7, 2022

Community Inspired Spaces

**RJM** DESIGN GROUP

Page 119 of 388





Proposal Summary Section | 1  
Contact Sheet | 2  
Firm Profile | 3  
Firm Qualifications | 4  
Project Approach | 10  
Work Plan | 16  
Project Schedule | 22  
Project Staffing | 23  
Proposal Costs Sheet & Rates Section | 29

31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
www.RJMdesigngroup.com  
(949) 493-2600 *phone*  
(949) 493-2690 *fax*



July 7, 2022

Julian Venegas  
Director of Recreation & Community Services  
City of San Fernando  
City Hall  
117 MacNeil Street  
San Fernando, CA 91340

**RE: City of San Fernando — Design of the Las Palmas Park Revitalization Project**

Dear Mr. Venegas:

On behalf of RJM Design Group, Inc., we are pleased to submit this proposal for the **Design of the Las Palmas Park Revitalization Project**. We are very excited about the impact this park will have across the San Fernando community for decades to come.

This project requires a team with experience in park renovation who will ultimately ensure that the City of San Fernando receives a park that is well-designed and within budget. With RJM's extensive experience in park design and renovation, we have the skills and knowledge necessary to execute this project successfully. Our Work Plan is based upon the background information provided, as well as our knowledge of the community developed during our work on the 2017 Parks & Recreation Master Plan. Our goal is to prepare a functional design that will inspire the community and provide unparalleled recreation opportunities for families to celebrate those special moments in their lives.

As home to many sporting events, community events, and family celebrations, we envision this facility to be more than simply a community park, but a unique experience for all to enjoy. Our plan is to preserve and enhance the much-loved features of this park and to ultimately create a space that speaks to the San Fernando community and creates a "destination" type of experience for your residents.

Thank you providing us the exciting opportunity to present our team and methodology for your consideration. We would be honored to help the City of San Fernando bring this project to life. If you have any questions or comments after reviewing this proposal, please do not hesitate to contact us.

Sincerely,  
**RJM Design Group, Inc.**

A blue ink handwritten signature, appearing to read "Zachary Mueting", is written over a faint background of a golden spiral and a grid.

Zachary Mueting, LLA  
Principal  
zach@rjmdesigngroup.com  
(949) 493-2600



**PROPOSER / LANDSCAPE ARCHITECT**

- RJM Design Group, Inc., Zachary Mueting  
31591 Camino Capistrano, San Juan Capistrano, CA 92675  
(949) 494-2600 | zach@rjmdesigngroup.com

**ARCHITECTURE**

- Rubio Medina  
780 Roosevelt Drive, Irvine, CA 92620  
(949) 333-6030 | rubio@architectrm.com

**CIVIL ENGINEERING**

- civTEC, Tom Carcelli  
999 Corporate Dr., Suite 100, Ladera Ranch, CA 92694  
(949) 463-8822 | tec@civtec.net

**ELECTRICAL ENGINEERING**

- FBA Engineering, Bill Zavrnick  
150 Paularino Avenue, Suite A120, Costa Mesa, CA 92626  
(949) 852-9995 | billz@fbaengr.com

**IRRIGATION DESIGN**

- Glasir Design, Chris Curry  
424 New Jersey Lane, Placentia, CA 92870  
(714) 514-9930 | chris@glasirdesign.com

**SPORTS FIELD CONSULTANT**

- Summit Turf & Horticultural Consultants, David Dzwilewski  
149 N. Citrus St., Orange, CA 92868  
(951) 741-7625 | dave@gailmaterials.net

**AQUATICS CONSULTANT**

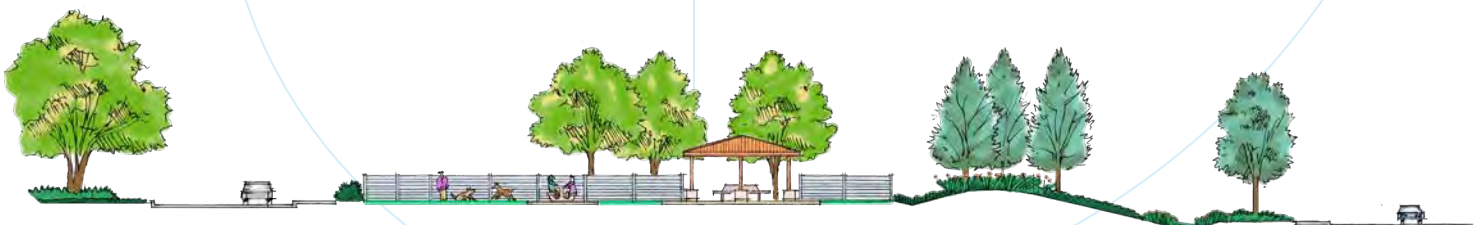
- Jones & Madhavan, Nachi Madhavan  
100 East Thousand Oaks Blvd., Suite 211, Thousand Oaks, CA 91360  
(805) 777-8449 | nachi@jmae.com

**GEOTECHNICAL/STRUCTURAL ENGINEERING**

- GMU Geotechnical, Inc., Greg Silver  
23241 Arroyo Vista, Rancho Santa Margarita, CA 92688  
(949) 888-6513 | gsilver@gmugeo.com

**CONSTRUCTION MANAGEMENT**

- HL Construction Management, Jay Helekar  
678 N. Lemon Hill Trail, Orange, CA 92869  
(714) 941-9294 | jhelekar@hlconstructionmanagement.com





## Firm Profile

Established in 1987, RJM Design Group has evolved into a multi-disciplinary landscape architectural, planning, and design firm committed to serving the needs of cities, public agencies, and organizations throughout California. RJM is comprised of talented individuals with varied backgrounds and interests. Among these dynamic professionals are licensed landscape architects, designers, and planners, most of whom are LEED Accredited Professionals. Each person brings a unique, yet complementary experience and passion to the firm, who will be dedicated to the duration of the project as needed.

<b>Firm Legal Name</b>	RJM Design Group, Inc.
<b>Type of Business</b>	California Corporation, SBE
<b>Number of Years in Business</b>	35 Years (Since 1987)
<b>Contact Information</b>	(949) 493-2600
<b>List of Owners</b>	Larry P. Ryan — President, <a href="mailto:larryr@rjmdesigngroup.com">larryr@rjmdesigngroup.com</a> Zachary Mueting — Secretary, <a href="mailto:zach@rjmdesigngroup.com">zach@rjmdesigngroup.com</a>
<b>Principal Contact</b>	Zachary Mueting / <a href="mailto:zach@rjmdesigngroup.com">zach@rjmdesigngroup.com</a>
<b>Office Location</b>	31591 Camino Capistrano, San Juan Capistrano, CA 92675
<b>Firm Size</b>	17 Personnel
<b>Personnel</b>	(10) Licensed Landscape Architects, Project Managers (5) Technical Support (4) Administrative Support (3) LEED Accredited Professionals (2) Certified Arborists (2) FAA Part 107 Licensed Pilots





**FIRM STABILITY**

As a well-established design firm, RJM Design Group has maintained a financial status of strength and stability, with positive cash flow, ample financing capabilities, and long-term banking relationships. RJM Design Group, Inc. has never been involved in any bankruptcy or re-organization proceedings, and the firm is not subject to any pending litigation. RJM Design Group, Inc. is not presently debarred, suspended, or otherwise prohibited from professional practice or working with any federal, state, local or public agency, and the firm is not subject to any pending actions.

**PARK EXPERIENCE**

RJM Design Group has extensive experience with park design and park renovation. Our process, from site analysis and evaluation through to construction administration, is always executed thoroughly and thoughtfully. Much of the work we have done with our clients involves renovation and redesign. To that end, RJM Design Group is well-prepared to evaluate existing site conditions, anticipate conflicts, and develop a new design that successfully fuses with existing infrastructure. Additionally, our subconsultant team members are experts in their craft and will provide in-depth on-site analysis and redesign.

**SEASONED STAFF**

Noteworthy to our proposal, and unique when compared to other firms, is that RJM holds long term relationships with our internal staff and our subconsultants. Many of our senior staff members who pioneered the start of RJM are still with our company today. Our senior staff members come with decades of industry experience and are considered to be experts in their field of work. Similarly, we've established longevity with our subconsultants and have worked with many of them for over 20 years.

**BUDGET & SCHEDULE**

At RJM Design Group, we pride ourselves on projects that are delivered on-time and within budget. We produce coordinated and detail-oriented plans and specifications in order to succeed in this public bid arena. The vast majority of our project experience is designing and building projects for the public sector. In turn, the majority of our clients are long term relationships that are the bi-product of our commitment to service and our proven record of performance. As such, we are extremely aware of the public bid process and proven methods for how to best deal with "low bid" public works contractors.

**COMMUNITY ENGAGEMENT**

RJM Design Group is dedicated to creating spaces that are community inspired, which is why we have developed a top-notch public engagement strategy for our clients. We will assist the City with the development of a communications plan with easy-to-deploy tools that enable a two-way dialogue with the community. Our goal is to bring the community together by providing a comprehensive community outreach process, while meeting client and budget needs, that maintains the vision and expectations for everyone.

**INNOVATIVE DESIGN**

At RJM, we understand the importance of creating designs that are both innovative and flexible. With trends in outdoor activities changing year over year, it is essential to incorporate flexible and multi-functional amenities into our designs. Not only does this keep a community engaged in an environment, but it also allows for easier conversion/transformation with minimal effort by the City and/or stakeholders. Our goal is to fuse innovative design with what the public wants, ultimately creating a space that can be enjoyed for years to come.



## Central Park — Phases 1-4

Santa Clarita, CA

Completion Date: 2015  
Project Size: 30 acres  
Design Cost: \$850,000  
Construction Cost: \$5.3M

### Client Reference

Wayne Weber  
Manager, Parks Planning  
City of Santa Clarita  
(661) 255-4961 | [wweber@santa-clarita.com](mailto:wweber@santa-clarita.com)

### Project Summary

Phase One of the site development for Central Park included the construction of 4 community league softball fields, and 4 soccer/multi-sports fields. Adjacent to these facilities are 2 restroom/concession buildings, a pedestrian promenade, tot lot and on-site parking.

Following the development of an updated overall Park Master Plan, RJM and their consultant team developed conceptual and final bid documents for each of the park's 4 phases of construction. While Phase I provided for 4 adult lighted softball fields, spectator seating, event concourse, parking and restroom / office facilities, maintenance yard, etc., subsequent phases provided for extensive soccer fields, tot lots, concourse areas and additional parking. Activity areas within the park were intently held 200' from the adjacent existing homes.

The Phase IV improvements for the Sports Complex provides for a broad range of additional recreational activities to compliment the previous facilities design by RJM Design Group. As an active park, improvements include a 30,000 square foot skate park, open turf area, basketball and volleyball courts. The skatepark provides a destination skate facility providing for both 'bowl' and street skating venues. A pedestrian concourse has been included along the periphery of the skate areas.

### Project Team

Principal: Larry P. Ryan  
Project Manager: Craig Sensenbach







## Esencia Sports Park

Rancho Mission Viejo, CA

Project Completion: 2020  
Project Size: 30 acres  
Design Cost: \$1,887,600  
Construction Cost: \$24M

### Client Reference

Jennifer Taylor  
Senior Project Manager  
Rancho Mission Viejo Company  
28811 Ortega Highway  
San Juan Capistrano, CA 92693  
(949) 240-3363 | jtaylor@ranchomv.com

### Project Summary

Orange County's newest community, Rancho Mission Viejo, is located off Ortega Highway in South Orange County. It is home to a master planned 30 acre sports park unlike any other. Nestled in a natural rolling southern California landscape setting the environmental design of Esencia Sports Park is modeled after ranch industrialized facilities with board form buildings, steel I-beam shade structures, lighting, and landscape.

This rustic sports park offers both private and public amenities including: two (2) baseball fields, one (1) softball field, custom designed restroom and concessions building, one (1) synthetic multi-use field, one (1) playground, two (2) dedicated tennis and eight (8) dedicated pickle ball courts, and parking. Additional passive support amenities include hiking trails, exercise stations, and picnicing.

The sports park also offers community aquatic facilities overlooking the park complete with restrooms, a splash pad, lap swim lanes, open recreational swimming, as well as BBQ and cabana lounge areas. The site itself was designed to eliminate the need for expensive retaining walls while maximizing the buildable area through terraced pads and elevated concourses. The resulting design created hillside terraced seating, and elevated concessions allowing for maximum spectator viewing opportunities in a cost effective manner. The new Esencia Sports Park is designed to fulfill much of the recreational needs identified for this new community.

### Project Team

Principal: Larry P. Ryan  
Project Manager: Zachary Mueting







## Lake Forest Sports Park & Recreation Center

Lake Forest, CA

Year Delivered: 2014  
Project Size: 86.2 acres  
Design Cost: \$2.3M  
Construction Cost: \$35.9M

Client Reference  
Debra DeBruhl Rose, City Manager  
City of Lake Forest  
25550 Commercentre Drive  
Lake Forest, CA 92630  
(949) 461-3414 | drose@ci.lake-forest.us

### Project Summary

The Lake Forest Sports Park Master Plan included the acquisition and compilation of four separate parcels of land totalling 100 acres. The park itself covers 86.2 acres with 57 acres of terraced pads devoted to sports field uses. Recreation elements include five ball fields, two basketball courts, two tot lots, two restroom/concession buildings, batting cages, two synthetic soccer fields, 230,000 SF natural grass area capable of multiple field layouts for tournaments/events, as well as an exercise par course.

The sports park also includes a 25,000 SF Recreation Center as well as a stage area and support infrastructure throughout a 100,000 SF natural grass area designed for large community events.

In addition to the active recreation amenities, sustainable design elements have been woven into the fabric of the sports park. Bio-retention areas collect run off water and treat it before it is released into adjacent streams. Recycled water is used in the restroom buildings reducing the demand on potable water. Additionally, Glass Creek has been designed to preserve all natural systems that previously occupied the site before the park's development.

### Project Team

Principal: Larry P. Ryan  
Project Manager: Zachary Mueting







## Portola Park

Lake Forest, CA

Completion Date: 2020  
Project Size: 6.34 acres  
Design Cost: \$316,000  
Construction Cost: \$4.9M

### Client Reference

Douglas Erdman, Assistant City Engineer  
City of Lake Forest  
100 Civic Center Drive  
Lake Forest, CA 92630  
(949) 282-5233 | [derdman@lakeforestca.gov](mailto:derdman@lakeforestca.gov)

### Project Summary

Portola Park is a new 6.34 acre park located at the intersection of Glenn Ranch Road and Saddleback Ranch Road in Lake Forest. It is located near the new Iron Ridge community. The park provides many passive and active amenities for visitors, as well as fantastic overviews of the nearby open space.

Portola Park contains three (3) pickleball courts, which are the first public pickleball courts in the City. A large playground offers varied play opportunities, with a climbing net, musical play elements, a large shaded play structure, and swings. Other active elements include one (1) outdoor sand volleyball court, several exercise stations, and an open turf area large enough to fit a U12 youth soccer field. The park also contains multiple shaded seating and gathering spaces, a restroom, drinking fountains, and a large picnic shelter. A perimeter walking trail winds throughout the park and connects with existing local trails. This trail system provides access throughout the region and includes hiking trail connections, such as to the nearby Whiting Ranch Wilderness Park.

The park also includes a new dog park accessible by a meandering walkway from the larger Portola Park. The dog park contains separate areas for large and small dogs. A third space is open during maintenance of the other two dog play areas. The dog park includes doggie drinking fountains and dog agility equipment. Shaded seating and DG walkways within and around the perimeter allow easy access for human users.

### Project Team

Principal: Larry P. Ryan  
Project Manager: Craig Sensenbach & Erik Curran



RJM Design Group, Inc. offers its clients personalized service that is delivered on time and within budget. The principals of RJM maintain personal involvement in all aspects of the project. Our success is based on our ability to perform, meeting the needs of the client and the project. Please feel free to contact all our references as we are sure they will share their success stories of projects we have helped them accomplish.



Eric Lopez  
Public Works Director  
**CITY OF LONG BEACH**  
333 W. Ocean Blvd  
Long Beach, CA 90802  
(562) 570-6256 | Eric.Lopez@longbeach.gov  
Years RJM has worked with contact: 25

**Services Provided:**  
Plan Check, On-Call  
Landscape Architecture  
Services, Conceptual Design,  
Design Development,  
Construction Documents,  
Construction Administration



Keith Rattay  
Assistant City Manager, Director of Public  
Services  
**CITY OF MISSION VIEJO**  
200 Civic Center  
Mission Viejo, CA 92691  
(949) 470-3018 | Krattay@cityofmissionviejo.org  
Years RJM has worked with contact: 30

**Services Provided:**  
Plan Check, On-Call  
Landscape Architecture  
Services, Conceptual Design,  
Design Development,  
Construction Documents,  
Construction Administration



Chris Slama  
Director of Community & Library Services  
**CITY OF HUNTINGTON BEACH**  
2000 Main Street  
Huntington Beach, CA 92648  
(949) 536-5495 | Cslama@surfcity-hb.org  
Years RJM has worked with contact: 12

**Services Provided:**  
Plan Check, On-Call  
Landscape Architecture  
Services, Conceptual Design,  
Design Development,  
Construction Documents,  
Construction Administration



Grissel Chavez  
Director of Public Works  
**CITY OF BELL GARDENS**  
7100 Garfield Avenue  
Bell Gardens, CA 90201  
(562) 806-7770 | GChavez@bellgardens.org  
Years RJM has worked with contact: 10

**Services Provided:**  
Landscape Architecture  
Services, Conceptual Design,  
Design Development,  
Construction Documents,  
Construction Administration



Jennifer Taylor  
Senior Project Manager  
**RANCHO MISSION VIEJO**  
28811 Ortega Highway  
San Juan Capistrano, CA 92693  
(949) 240-3363 | Jtaylor@ranchomv.com  
Years RJM has worked with contact: 8

**Services Provided:**  
Landscape Architecture  
Services, Conceptual Design,  
Design Development,  
Construction Documents,  
Construction Administration



## APPROACH

It is our understanding that the City of San Fernando would like to renovate an existing park by modernizing multiple community recreation facilities. Building on the RFP requirements, our team will work with City staff to incorporate modern design elements that have proven to be successful in community park designs. Design improvements and renovations will include an accessible playground, basketball court, tennis/pickleball courts, a splash pad, baseball fields, concessions/restrooms, a multi-purpose field, outdoor fitness equipment, picnic shelters, landscaping improvements, and a recreation/learning center.

With such a proximity to residential areas, our team has the capability to graphically illustrate what the real-world conditions will look like to neighbors. RJM has a proven track record of park facility renovation adjacent to residential areas specific to the amenities desired at Las Palmas Park. We understand the sensitivity and careful consideration the perimeter of the park will require.

Our design team has the proven skills to deliver a project that will:

- Provide a design that addresses potential residential impacts of adjacent park development
- Evaluate grading options (balanced site vs. export)
- Provide restroom / concessions support amenities for Little League and sporting events
- Incorporate new design elements that create a contiguous park experience for residents and visitors
- Modernize a 7.7-acre community park that will serve the City of San Fernando for decades to come.



Pavion Park | Mission Viejo, CA (RJM Project)







**1**



Existing Site



RJM Project

## PLAYGROUND AREAS

RJM Project: Cordova Park | Mission Viejo, CA

Our Work Plan includes the renovation of the existing playground, while adding ADA accessibility and shading. We specialize in designing playgrounds that are colorful, inclusive, and functional.

**2**



Existing Site



RJM Project

## BASKETBALL COURTS

RJM Project: RC Sports Center | Rancho Cucamonga, CA

Our plan is to upgrade and renovate the existing indoor and outdoor basketball courts at Las Palmas Park. Renovations will include new lighting, equipment, and flooring.

**3**



Existing Site



RJM Project

## PICKLEBALL COURTS

RJM Project: Worthy Park | Huntington Beach, CA

Our team will work with City staff to design a new tennis/pickleball court with lighting for the park. RJM has designed a multitude of pickleball facilities and is very familiar with post-tension slab designs as well as cast-in-place construction methods.



4



Existing Site



RJM Project

**SPLASH PAD**

RJM Project: Montanoso Recreation Center | Mission Viejo, CA

RJM has extensive experience in splash pad design. Our team will work with the City to identify what water system and water features work best with the existing site conditions.

5



Existing Site



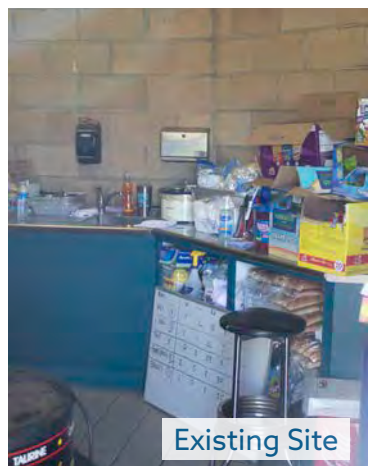
RJM Project

**BASEBALL FIELDS**

RJM Project: Santa Clarita Central Park | Santa Clarita, CA

RJM will work with Summit Turf & Hort Consultants to renovate (3) baseball fields at the park site. The upgraded ballfields will feature new sports lighting, turf, and spectator seating.

6



Existing Site



RJM Project

**CONCESSION STANDS**

RJM Project: Esencia Sports Park | Rancho Mission Viejo, CA

Our plan is to renovate the existing concession stands to be both functional and aesthetically pleasing for park visitors.



7



Existing Site



RJM Project

## RESTROOMS

RJM Project: Melinda Park | Mission Viejo, CA

Our Work Plan includes the renovation of the existing outdoor restrooms. The new restrooms will be modernized, accessible, and safe for all park users.

8



Existing Site



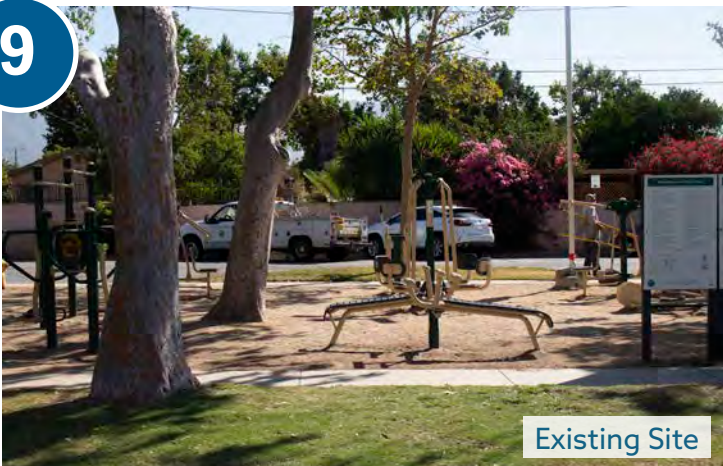
RJM Project

## MULTI-PURPOSE FIELD

RJM Project: Lake Forest Sports Park | Lake Forest, CA

RJM will work with the City to design a new multi-purpose field with lighting. The new field can be used for sporting events, open play, and even community events.

9



Existing Site



RJM Project

## OUTDOOR EXERCISE EQUIPMENT

RJM Project: Pacific Electric Park | Santa Ana, CA

Existing exercise equipment will be replaced with new, modernized outdoor fitness equipment.



10



Existing Site



RJM Project

**PICNIC SHELTERS**

RJM Project: Lake Forest Sports Park | Lake Forest, CA

Existing picnic shelters will be renovated to include new shade structures, picnic tables, BBQs, and walking path lighting.

11



Existing Site



RJM Project

**LANDSCAPING**

RJM Project: Lake Forest Sports Park | Lake Forest, CA

RJM will work with the City to replace and add landscaping. Low maintenance, sustainable landscaping improvements will be made throughout the park to enhance appeal for visitors.

12



Existing Site



RJM Project

**RECREATION CENTER**

RJM Featured Project: Lake Forest Sports Park | Rancho Mission Viejo, CA

Our Work Plan includes renovating the existing recreation center/learning center, including (2) patio restrooms. The updated recreation center will also include new exterior landscaping to match the rest of the park.

## SCOPE OF WORK / METHODOLOGY

We have prepared our scope of work and methodology to achieve the City of San Fernando's goals and vision for the development of the Las Palmas Park Revitalization Project.

### PHASE 1. PROJECT FAMILIARIZATION and PRE-DESIGN

Our initial task will be to coordinate with City of San Fernando staff to reiterate project design intent, research and inventory of the site and the assemblage of background information. Subsequent design decisions will be based on this information.

#### A. Project Familiarization

1. Conduct virtual kick-off meeting with City staff to review project background, project goals and objectives, project scope of work and schedule, construction budget, and review of available documents. In general, we anticipate City will provide all available utility maps, irrigation as-builts and tree survey information.
2. Our Team will conduct a visual field investigation to photo document existing conditions including sun patterns and orientation, vehicular and pedestrian access and circulation, fire access, drainage, topography, security, and physical limitations/external influences.
3. Review local codes and standards applicable to site development, as well as a thorough review of Los Angeles County Board of Health standards in relation to the concession stand food service.

#### B. Pre-Design Coordination

During this preliminary phase, the design team will also begin work on the items needed prior to the preparation of construction documents which will include the following elements:

1. Topographical Survey - Preparation of base map using new survey information to show existing conditions to include edge of parking lot for accessible parking spaces, path of travel, above ground utilities, trees, and vegetation.
2. Geotechnical Soils Report and Soil Infiltration Tests - Prepare Geotechnical soil infiltration tests for the viability of storm water treatment with infiltration best management practices. A formal geotechnical report will include a summary of subsurface conditions, a description of the general geology of the site and geologic constraints that could have an effect on development, and engineering design considerations including seismic design parameters and recommendations for appropriate foundation design.
3. Agronomic Soil Analysis – Specifically for sports fields to provide prescriptive soil management practices to support active play by local sports leagues, but also for landscape areas to ensure soil is viable to support plant material and identify any required amendments.

**Meetings:** (1) Virtual kick-off meeting with City of San Fernando staff  
(1) Field investigation

**Deliverables:** Topographic Base Map,  
Project Schedule,  
Geotechnical Investigation, Testing for Infiltration, Soil Analysis



## PHASE 2. COMMUNITY ENGAGEMENT PLAN

During this phase of the project working with City staff the design team will develop graphic material to share information with the community and create a two-way dialogue where the community can share direct feedback on the project.

### A. Site Analysis/Opportunities & Constraints Exhibits

The design team will document and map the existing features of the site including those identified as opportunities and/or constraints to the project. The exhibits will take the form of a photo board, and an illustrative map, that will be used to illustrate the key site issues of the project to community members and City officials.

### B. Preliminary Conceptual Plan

Based upon information garnered from City staff (including any community input the city may have received to date), RJM shall prepare a preliminary conceptual plan at appropriate scale showing spatial relationships for each potential feature/element. These plans will illustrate the spatial relationships of the site elements, parking considerations, and residential proximity to the park.

### C. Dedicated Project Website

Understanding the public visibility of this project and its proximity to residential areas we propose a project website (English and Spanish) that will identify the improvements and their visual impacts to the community. RJM will build an ESRI story map website that can be used to collect community feedback, develop online surveys, provide prerecorded video updates, illustrate plan improvements, and share 3D visualizations in 360 virtual simulations. Further during construction this site can be used to illustrate construction progress and continue to provide updates to the community.

### D. In Person Open House Park Workshop

Not all families have access to or engage with online resources. Working with staff, our team will host an onsite open house workshop where the community can participate in a design review of the project. Community members can learn about the history of the project, proposed improvements, as well as share their feedback. At the end of the workshop RJM will summarize the community information.

### E. Schematic Design / Design Development

After meeting with the community RJM will synthesize all collected community feedback into a summary report. After reviewing the community comments with the City, RJM will refine the Conceptual Plan into a Final Schematic Design Plan. Additional design refinements will consist of:

- Refined grading and earthwork quantities
- Park layout
- Park amenity materials selection
- Equipment selection
- Building improvement narrative

Based on the refined Schematic Design and Design Development RJM will develop a Statement of Probable Construction Cost Estimate and submit the plans to staff and project committee for review and comment.

**Meetings:** One (1) Meeting with City Staff to review Preliminary Conceptual Plan  
One (1) Meeting with City Staff to review Revised Conceptual Plan  
One (1) Open House Park Workshop  
One (1) Meeting to review the final Schematic Design Plan / Cost Estimate

**Deliverables:** Preliminary Schedule; Meeting Agenda/Minutes; Photo Boards of Site Photos /Character Imagery; Site Analysis and Opportunities/Constraints Exhibit, Refined Preliminary Conceptual Plan, Preliminary Grading, Preliminary Cost Estimate, Website development, Community Workshop Outline, Schematic Design Plan. Refined Cost Estimate

### **PHASE 3. CONSTRUCTION DOCUMENT DEVELOPMENT**

Based on City staff feedback under the previous task, we will begin the preparation of the construction documents to incorporate elements that reflect the design preferences by staff and the community illustrated in the final Schematic Design Plan. The intent is to produce the finalized construction plans that will be used for contractor bidding once the project is authorized by City Council to go out for formal bid. Our proposal includes complete landscape, architectural, civil, electrical, and structural engineering for all site elements required to construct the project. Construction document submittals will be prepared for City review at 60%, 90%, & 100% progress increments. Upon City review and approval, the consultant team shall provide a reproducible set of the approved and wet signed plans, as well as digital files for all construction sheets. The project plan set will include the following construction documents:

A. Demolition Plan

Identification of all elements that are to be removed from the site versus those existing items that are to be preserved. We will coordinate all items to be removed with City staff to categorize elements that are to be discarded, reused on-site or salvaged for use on other City projects.

B. Site Design and Documentation

Services during the construction documents phase consist of preparation of drawings and specifications based on approved design development documents, setting forth in detail the site requirements for the project including:

1. Site construction/layout plans (above-ground features)
2. Construction enlargement plans (shade canopies, plaza areas, sport courts, playground areas, concessions area, restrooms, exercise equipment, splash pad, and picnic areas.
3. Construction details
4. Planting plans and details
5. Irrigation plans and details



**C. Civil Design and Documentation**

1. Title sheet and notes section including quantities and estimated earthwork calculations
2. Civil engineering details and related notes
3. Precise grading and drainage plan
4. Water and sewer plan
5. Erosion control plan
6. Horizontal control Plan
7. Water Quality Management Plan (WQMP)

**D. Architectural Plans**

This portion will also include any architectural improvements that will need to be made to ensure their compliance with all accessibility requirements, California Building Codes, Los Angeles County Public Health, and local regulations. The Architect will coordinate with the City in preparing Division 1 specifications, sustainability requirements, general conditions, and bid information. Architectural improvements are limited to Renovation of existing restrooms to include new fixtures, finishes, accessibility compliance, plumbing, and minor exterior improvements. Light TI work within the Recreation/Learning Center including painting, flooring, lighting, and upgrading of existing kitchenette. Renovation of existing restrooms to include new fixtures, finishes, accessibility compliance, plumbing, and minor exterior improvements.

1. Floor plans
2. Slab dimension plans
3. Exterior elevations and sections
4. Interior elevations
5. Architectural exterior and interior details
6. Exterior and interior finish material specifications

**E. Structural Design and Documentation**

Services during the construction document phase consist of preparation of final structural engineering calculations, drawings and specifications based on approved design development documents, setting forth in detail the site structural construction requirements for the project.

1. Structural details
2. Structural calculations

**F. Electrical Design and Documentation**

Services during the construction document phase consist of preparation of final electrical engineering calculations, drawings and specifications based on approved design development documents, setting for in detail the electrical construction requirements for the project.

1. Electrical load calculations
2. Coordination with electrical service company

3. Electrical drawings and specifications including the following:
  - a. Conduit and pull boxes for site lighting for walkways, parking, security lighting systems, restroom and concession buildings and shelters.
  - b. Athletic field lighting upgrades for existing ballfields
  - c. Sport court lighting for additional proposed courts
  - d. Electrical provisions for irrigation controllers
  - e. Electrical service and distribution
  - f. Title 24 lighting calculations for interior and exterior improvements
  - g. Photometric plan and calculations for proposed project lighting

G. Technical Specifications

Technical specifications for each of the above disciplines will be incorporated into the project manual. Site work and building construction specifications shall be prepared utilizing the Standard Specifications for Public Works Construction (Greenbook) format.

**Meetings:** Two (2) Virtual meeting with Staff to review City comments on the 60% & 90% Progress Sets and opinion of probable construction costs

**Deliverables:** 60% Progress Set of Construction Documents & Technical Specifications  
90% Progress Set of Construction Documents & Technical Specifications  
Opinion of Probable Construction Costs at 90% Progress  
100% Complete Set of Construction Documents & Technical Specifications  
Final Opinion of Probable Construction Costs

## PHASE 4. BIDDING AND CONSTRUCTION OBSERVATION

A. Bidding Procedures

RJM shall assist the City with the Bidding Phase of the project. Questions, clarifications, or conflicts arising out of the bidding process will be resolved by addenda prepared by the Consultant. Addenda to the contract for construction shall be prepared in writing to document any clarification or modification made to the contract documents. In addition, the consultant shall attend a pre-bid conference and assist the City in reviewing the bid submittals.

B. Construction Observation

Based on current market conditions within the construction industry and construction management availability RJM recommends the city contract with a construction manager at the time of bidding. This will allow for competitive bidding based on current construction availability and rates. Our proposal has identified an allowance to be held in reserve by the city for contracting these services. At the time of Bidding RJM will introduce construction management firms the city may want to contract with.

(FINAL SCOPE TO BE NEGOTIATED BASED ON CITY'S INVOLVEMENT / COORDINATION WITH A CONSTRUCTION MANAGER)

During the Construction Phase of the project, the following services shall be furnished:

1. Pre-Construction Conference

A pre-construction conference shall be organized and conducted to brief all parties concerned with general and special requirements of the contract for construction. Procedural matters, routing of information, and project representatives shall be defined. Attendees shall include representatives from the City staff, the Consultant, the Contractor, and all major subcontractors.

2. Job Site Meetings

Job site meetings (anticipate twenty-four (24) meetings) shall be scheduled and conducted by the Consultant for the same day and time through the duration of the project. Scheduling, coordination, requests for information, and changes to the contract for construction are routinely monitored. The consultant shall publish and distribute a field report for each job site meeting, documenting the progress of construction and specifically noting current and delinquent action items.

3. Submittal and Shop Drawing Review

The Consultant shall review required shop drawings, RFI responses, and related submittals as defined by the contract documents.

4. Project Close Out

At the completion of the Construction Phase a final job site meeting and review of the entire facility shall be conducted. A final punch list will be published and distributed by the Consultant to all parties concerned, specifically noting required corrections, non-conforming work, and work remaining to be completed. A second walk-through shall be conducted when all punch list items have been corrected, at which time a Final Notice of Completion shall be filed by the City.

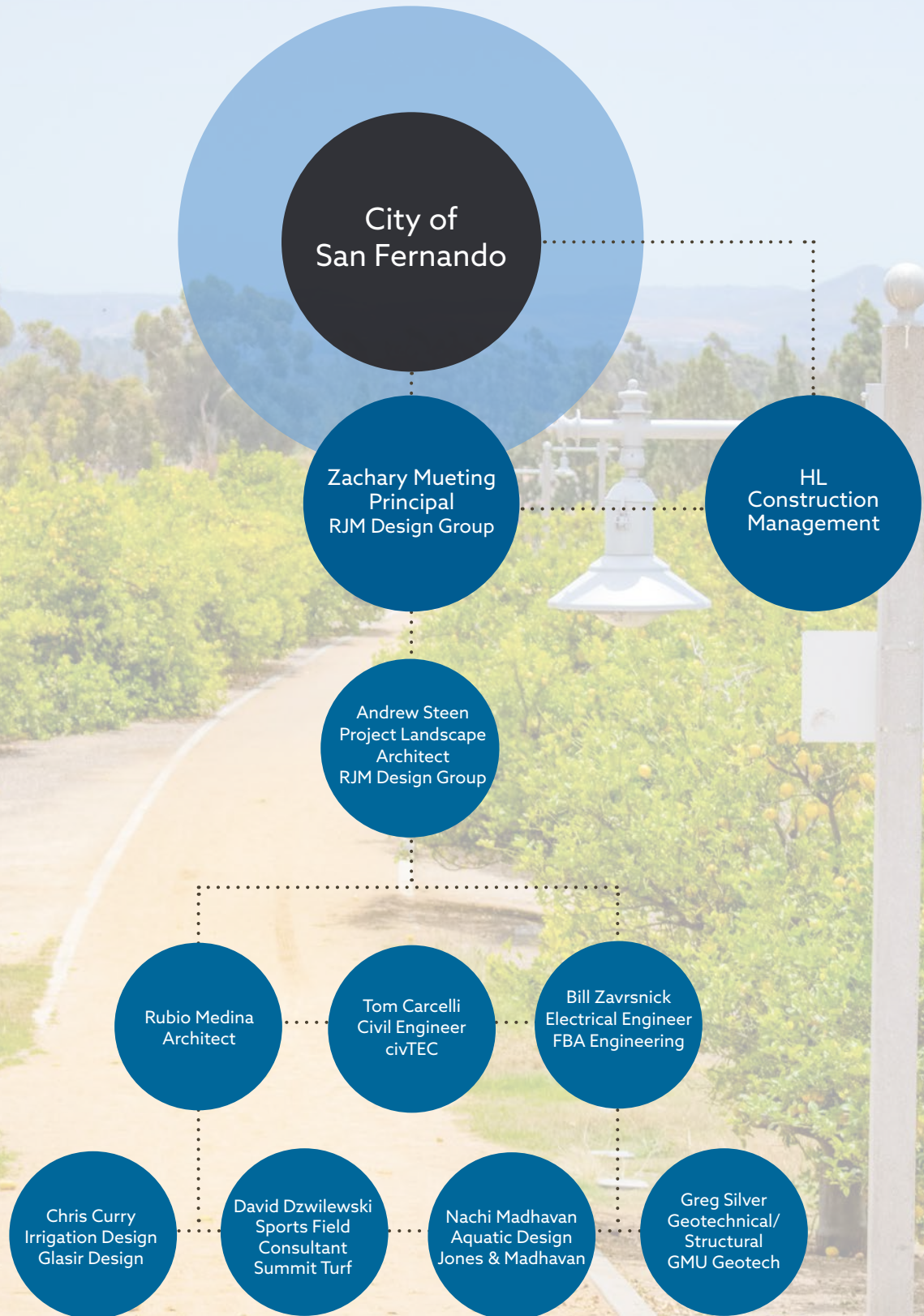
5. Record Drawings

Consultant will review contractor submitted Record Drawings for contract conformance and completeness based upon field observations made during the construction observation/ administration task and the original contract documents. Consultant shall not be held responsible for inaccuracies of the contractor provided record drawings. Any site visits required to verify information contained on the contractor's as-built drawings will be provided on an hourly basis.

CITY of SAN FERNANDO												
PROJECT SCHEDULE												
LAS PALMAS PARK												
Phase I: Project Familiarization and Pre-Design												
Task A	Award of Contract											
	Project Familiarization											
Task B	Pre-Design Coordination											
Phase II: Community Engagement Plan												
Task A	Site Analysis / Opportunities & Constraints Exhibits											
	Preliminary Conceptual Plan											
Task B	Dedicated Project Website											
	In-person Open House Park Workshop											
Task C	Schematic Design / Design Development											
Task D												
Task E												
Phase III: Construction Document Development												
Task A-G	Construction Documentation											
Phase IV: Bidding and Construction Observation												
Task A	Bidding Procedures											
	Construction Observation											
Task B												

★ Meetings with City of San Fernando





*We acknowledge that no person designated as "key" to the project shall be removed or replaced without prior written concurrence of the City.*



**Zachary Mueting, LLA,  
LEED AP (BD+C)**

**Principal-in-Charge  
RJM Design Group, Inc.**

Zachary has been with RJM Design Group since 2005. Zachary is a licensed landscape architect, a strong background in recreation planning and design. His experience is unique having

developed proficiency in all areas of RJM's business capacity including construction documentation, construction observation, facility design, as well as community outreach and facilitation. This experience, along with his education, professional accreditation, and publication of community consensus building techniques enables him to fulfill his role in leading many different types of project development.

### Licenses

- Landscape Architect / CA 5731
- Legacy LEED AP Building Design + Construction
- FAA 107 Licensed Remote Drone Pilot

### Education

- Masters Degree, Landscape Architecture, California Polytechnic State University, Pomona
- Bachelor of Science, Information Technology, Colorado Technical University
- Bachelor of Science, Information Systems Management, Colorado Technical University

### Parks

- Bartlett Park, Huntington Beach, CA
- Central Park Playground, Huntington Beach, CA
- Cherry Park, Lake Forest, CA
- Cordova Park Renovation, Mission Viejo, CA
- Evans Park & Lyle Marsh Park, Menifee, CA
- Grant Howald Park, Newport Beach, CA
- Heroes Park, Lake Forest, CA
- Irby Park, Huntington Beach, CA
- Murdy Park, Huntington Beach, CA
- North Park, Inglewood, CA
- O'Neill Regional Park Amphitheater Replacement, Trabuco Canyon, CA
- Pavion Park, Mission Viejo, CA
- Peace Park Playground, Long Beach, CA
- Pinehurst Park, Chino Hills, CA
- Portola Park, Lake Forest, CA
- RC Central Park Pier, Rancho Cucamonga, CA
- San Carlo & Valencia Parks Rehabilitation, Irvine, CA
- Seaside Park, Long Beach, CA
- Sea Terrace Park, Dana Point, CA
- Serrano Creek Park, Lake Forest, CA
- Tewinkle Park, Costa Mesa, CA
- Whispering Hills Park, Lake Forest, CA
- Worthy Park Renovation, Huntington Beach, CA
- Yarborough Park Renovation, Lake Elsinore, CA



**Andrew Steen, LLA,  
Certified Arborist**

**Project Manager  
RJM Design Group, Inc.**

Andy Steen has been a part of RJM Design Group since 2014. He is a licensed landscape architect and certified arborist, with a strong background in landscape materials, construction, and detailing. With over 18 years of experience designing parks and community facilities, Andy has a unique way of blending old techniques with modern design ideas. He has served as Project Manager on many park design projects. Andy offers organizational, communication, and team coordination skills that contribute to the success of any project large or small.

### Licenses

- Landscape Architect/ CA 5858
- Certified Arborist WE-9969A
- Tree Risk Assessment Qualification
- FAA 107 Licensed Remote Drone Pilot
- Notary Public

### Education

- Bachelor of Science, Environmental Planning and Design, Landscape Architecture, Rutgers University, State University of New Jersey (2003)

### Parks

- Cherry Park, Lake Forest, CA
- Cordova Park, Mission Viejo, CA
- Drake Chavez Park, Long Beach, CA
- Larry Gury Community Park, Sacramento, CA
- Los Serranos Park, Chino Valley Unified School District, Chino Hills, CA
- Murdy Park, Huntington Beach, CA
- Nottoli Community Park, Sacramento, CA
- Pinehurst Park, Chino Hills, CA
- Portola Park, Lake Forest, CA
- Worthy Park, Huntington Beach, CA
- Yorba Linda Adventure Playground, Yorba Linda, CA

### Sports Facilities

- Don Knabe Golf Center, Norwalk, CA
- Drake Chavez Park Soccer Fields, Long Beach, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- Felipe Tennis Center, Mission Viejo, CA
- Mira Mesa Sports Park, San Diego, CA



**Rubio Medina**  
**Owner, Architect**

RM Architecture is a sole proprietor, full service architectural, planning, and construction management firm established in 2010. They devote principal level leadership to each and every project. With this approach RM Architecture is able to provide quality services which results in successfully implemented projects, lasting relationships and repeat clients. With a diverse background RM Architecture is able to quickly establish and identify programmatic obstacles, establish consensus among multiple stakeholders, and develop design solutions that are relevant, have character, and are engaging. They are a certified small business enterprise (SBE) located in the City of Irvine providing services to the surrounding counties of Riverside, Los Angeles, San Diego, and Orange County. All projects are lead and involve firm principal and owner Rubio Medina who has over twenty years experience providing project management and guidance to both public and private clients.

**Registrations**

- CA Architect c. 30059

**Relevant Project Experience**

- Balboa Island Fire Station Remodel, Newport Beach, CA
- Big Canyon Reservoir Auxiliary Facility Maintenance Yard, Newport Beach, CA
- Corona Fire Department Facility Assessment and Planning, Corona, CA
- Costa Mesa City Hall Restroom Accessibility Renovation, Costa Mesa, CA
- Costa Mesa City Hall Remodel, Costa Mesa, CA
- El Segundo Beach Lifeguard Station, El Segundo, CA
- Glendale Fire Facility Assessment, Glendale, CA
- Inland Empire Utilities Agency Operations Building Assessment and Space Planning, Ontario, CA
- Irvine On-Call Architectural Services, Irvine, CA
- Laguna Beach Main Beach Restroom Replacement, Laguna Beach, CA
- Laguna Beach On-Call Architectural Services, Laguna Beach, CA
- Main Branch Library Remodel, Newport Beach, CA
- Montebello Land and Water Reservoir Façade, Montebello, CA
- Nature Center ADA Upgrades, Irvine, CA
- Newport Beach Lifeguard Remodel, Newport Beach, CA
- Orange County Water District Annex Facility Locker Room Remodel, Fountain Valley, CA
- Rodgers Senior Center Upgrades, Huntington Beach, CA
- Santa Monica Fire Facility Assessment and Programming, Santa Monica, CA
- Santa Monica On-Call Architectural Services, Santa Monica, CA
- South Coast Water District Lift Station 2 Façade, Laguna Beach, CA
- Turtle Rock Community Center ADA Upgrades, Irvine, CA

**Tom Carcelli,**  
**civTEC**  
**Civil Engineer**

Tom Carcelli has over 25 years of experience in the civil engineering field with particular emphasis on parks and recreation, commercial/industrial, education and public works projects. His extensive design and management experience in all phases of civil engineering for land development projects throughout Southern California includes grading, water quality, hydrology, hydraulics, storm drain, water/sewer, survey/mapping and street design. Tom has been in charge as a project manager on over 100 projects from master planning to construction with RJM Design Group over the past 20 years.

**Education**

- BS, Civil Engineering, University of California, Irvine, 1988
- Masters in Architecture, California State Polytechnic University, Pomona, 1994

**Licenses**

- Registered Civil Engineer/CA #81640
- Qualified SWPPP Developer (QSD) – C-81640

**Relevant Project Experience**

- Anthony Munoz Community Center, Ontario, CA
- Bommer Canyon Community Park, Irvine, CA
- Cherry Park, Lake Forest, CA
- Cordova Park, Mission Viejo, CA
- Dali Dog Park, Rowland Heights, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- Ford Park Aquatics Facility, Bell Gardens, CA
- Gardena Community Aquatics & Senior Center, Gardena, CA
- Grant Howald Park, Newport Beach, CA
- JAPRD Community Recreation Center, Riverside, CA
- Joe Balderrama Park, Oceanside, CA
- Lake Mission Viejo Improvements, Mission Viejo, CA
- Los Serranos Park, Chino Hills, CA
- Marguerite Aquatics Complex, Mission Viejo, CA
- Murdy Park, Huntington Beach, CA
- Orange Coast College Baseball Field Renovation, Costa Mesa, CA
- Peace Park Playground, Long Beach, CA
- Portola Park, Lake Forest, CA
- Rancho Cucamonga Central Park Master Plan Update, Rancho Cucamonga, CA
- Santa Ana Civic Center Plaza Improvements, Santa Ana, CA
- Santa Monica Civic Multi-Purpose Sports Field, Santa Monica, CA
- Yorba Linda Adventure Play, Yorba Linda, CA

**William Zavrnsnick**  
FBA Engineering  
Electrical Engineer**FBA ENGINEERING**

William Zavrnsnick has 30 years of experience and has been active in the electrical engineering field since joining FBA in 1985. His experience includes the electrical design of Public Works, Parks and Recreation Facilities. He is particularly experienced in the design and development of electrical power distribution, general, specialized and event power systems, outdoor, security and sports field lighting systems, lighting photometric studies, phased construction projects and familiar with public bid type projects and construction.

**Education**

- BS Civil Engineering/Mount Hood College, Oregon

**Certifications**

- LEED Accredited Professional — LEED AP
- Illuminating Engineering Society — IES
- Institute of Electrical and Electronic Engineers — IEEE American Institute of Architects — AIA
- Electrical Engineering — Los Angeles County

**Relevant Project Experience**

- Bommer Canyon Community Park, Irvine, CA
- City Park Improvements, Lake Elsinore, CA
- Civic Lot Multi-Purpose Sports Field, Santa Monica, CA
- El Dorado Park & Nature Center, Long Beach, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- Ford Park Aquatics Facility, Bell Gardens, CA
- Gardena Community Aquatics & Senior Center, Gardena, CA
- Hero's Park, Lake Forest, CA
- Joe Balderrama Park, Oceanside, CA
- Kraemer Memorial Park, Placentia, CA
- Laguna Hills City Parks, Laguna Hills, CA
- Lake Forest Neighborhood Parks, Lake Forest, CA
- La Placita Parkette, Placentia, CA
- Los Amigos Park, Santa Monica, CA
- Los Serranos Park, Chino Hills, CA
- Marchant Park, San Dimas, CA
- McFadden Park, Placentia, CA
- Murdy Park, Huntington Beach, CA
- Portola Park, Lake Forest, CA
- Portola Springs Park, Irvine, CA

**Chris Curry**  
Glaser Design  
Irrigation Design**GLASIR DESIGN**

Chris Curry is an irrigation sub-consultant who understands the Model Water Efficiency Landscape Ordinance to determine the water use for a project and in-turn design the irrigation system to meet the requirements of the Ordinance. He is familiar with new water savings technology to meet the allowable water use requirements. Glaser Design will ensure the project shows the planting hydro zones to be compatible with the irrigation design. For the past 10 years Chris has prepared irrigation plans for RJM park projects. Chris has over 19 years' experience in irrigation design, landscape architecture, and landscape construction. His focus is on the efficient use of water in the landscape. He has been rewarded for his efforts by being chosen by the United States Environmental Protection Agency as the WaterSense Irrigation Partner of the year for 2011.

**Education**

- B.S. Landscape Irrigation Science / California Polytechnic University, Pomona, CA

**Relevant Project Experience**

- Admiral Kidd and Seaside Park Field Renovations, Long Beach, CA
- Bonita Creek Field Renovation, Newport Beach, CA
- Central Park Master Plan Revision, Rancho Cucamonga, CA
- Central Park Tennis Complex, Santa Clarita, CA
- Drake Soccer Field, Long Beach, CA
- Fillmore Aquatics & Tennis Complex, Fillmore, CA
- Ford Park Aquatic Center, Bell Gardens, CA
- Gardena Community Aquatics & Senior Center, Gardena, CA
- Grand Avenue Park, Chino Hills, CA
- Grant Howald Park, Newport Beach, CA
- Lake Forest Sports Park, Lake Forest, CA
- Los Amigos Park, Rancho Cucamonga, CA
- North Beach Improvements, Lake Mission Viejo Association, CA
- Portola Park & Dog Park, Lake Forest, CA
- Redhawk (Dog) Park Improvements, Temecula, CA
- Santa Clarita Sports Complex & Aquatic Center, Santa Clarita, CA
- Santa Monica Civic Center Sports Fields, Santa Monica, CA
- Worthy Park Renovation, Huntington Beach, CA
- Yorba Linda Adventure Play, Yorba Linda, CA



**Dave Dzwilewski**  
Summit Turf & Hort  
Consultants



**Sports Field Consultant**

Summit Turf and Hort Consultants is a partnership between Dave Dzwilewski and Jason Gihring. This partnership was formed in response to a need in the sports turf and horticulture industries for quality consulting services that provide practical solutions that are grounded in science, industry experience, and creative problem solving.

Summit Turf and Hort Consultants work in conjunction with a select group of trusted laboratories, each with their own strengths, to ensure that soils are analyzed by the proper methods for a given application. They then draw on their talents, education, and expertise to help clients write specifications for their projects which describe materials that will perform at the highest level while keeping costs firmly under control.

**Education**

- B.S. Soil Science, University of Massachusetts

**Project Experience**

- California Academy of Science Green Roof
- Camp Pendleton Green Roof
- Disneyland - Cars Land Extension Los Angeles Rams
- Disneyland - Star Wars Land Extension
- Getty Museum Green Roof
- Great Park Athletic Fields- Irvine
- Los Angeles Angels of Anaheim
- Los Angeles Chargers
- Los Angeles Football Club, Exposition Park
- Oakland A's MLB Urban Youth Academy, Compton
- Samsung Stadium in South Korea
- San Diego Padres

**Nachi Madhavan, AIA**  
Jones & Madhavan, Principal  
Water Feature Design

Jones & Madhavan Architecture Engineering is a multi-disciplinary design firm dedicated to providing the highest quality architecture and engineering services for public aquatic facilities. Since being founded in 1990, JMAE has repeatedly demonstrated its ability to design modern aquatic facilities that meet the ever changing needs of its users. Mr. Madhavan will oversee the design and construction administration.



**Education**

- Bachelor of Science 1983, California Polytechnic State University, San Luis Obispo, CA

**Licenses**

- California, Architect #C25855

**Relevant Project Experience**

- Algin Sutton Recreation Center, Los Angeles, CA
- Crespi Carmelite High School, Encino, CA
- De Mandel Aquatic Center at Occidental College, Los Angeles, CA
- Ford Park Aquatic Center, Bell Gardens, CA
- Garden Community Aquatic and Senior Center, Gardena, CA
- Harvard Park Aquatic Center, Los Angeles, CA
- Hemingway Aquatic Center, Carson, CA
- Repplier Aquatic Center, Banning, CA

**Project Staffing (continued)**

Gregory Silver M.SC., PE, GE  
GMU Geotechnical, Inc.  
Geotechnical Engineer



Mr. Silver has over 30 years of progressively responsible engineering and management experience in a wide variety of geotechnical engineering projects. He has worked successfully for and with industrial, residential, and commercial developers, master community planners, and governmental agencies. He has extensive experience in landslide evaluation and remediation design, geotechnical instrumentation, residential and commercial development, public works projects, municipality consultation, mechanically stabilized earth walls, and forensic projects. In addition, he has served as an expert witness in regards to numerous geotechnical issues over the last 25 years. Over the period of 1988 to 1997, Mr. Silver was City Geotechnical Engineer for numerous cities throughout Southern California. Currently, Mr. Silver serves as President and Principal Engineer of GMU. Mr. Silver is a past president of CalGeo – a 100 member firm statewide organization.

**Education**

- M.S. Civil Engineering - California State University, Long Beach, CA
- B.A. Geological Sciences - University of California at Santa Barbara, CA

**Registrations**

- Registered Civil Engineer - State of California
- Registered Geotechnical Engineer - State of California
- Registered Civil Engineer – State of Nevada

**Professional Affiliations**

- President for the California Geotechnical Engineers Association (CGEA)

**Relevant Project Experience**

- Dog Park Feasibility and Concept Plans, Mission Viejo, CA
- Jurupa Valley Aquatic Center, Riverside County, CA
- Santa Clarita Sports Complex & Aquatic Center, Santa Clarita, CA
- Esencia Sports Park, Ranch Mission Viejo, CA
- Sendero Field, Rancho Mission Viejo, CA
- Hilltop Club at Esencia, Rancho Mission Viejo
- Sendero Core Recreation Site, Rancho Mission Viejo, CA
- Pavion Park Restroom Addition, Mission Viejo, CA
- Founders Park, Ladera Ranch, CA
- Park Feasibility Studies, Mission Viejo, CA
- Tierra Grande Park, Talega, San Clemente, CA

Jay Helekar, Principal  
HL Construction  
Cost Estimating



As Principal and Founder of HL Construction Management, Jay brings more than 20 years of cost estimating consulting experience, including many public sector park projects. He brings value engineering expertise supporting solutions for park renovations, including integration with the surrounding area including pathways, green spaces, and landscaping design. HLCM's team understands the pre-construction effort of publicly funded projects and take pride in our collaboration with the design team and city administrators at an early stage. Our focus is on project budget constraints, while incorporating the project goals, and the impact on the operations during construction.

**Education**

California State University, Long Beach

**Certifications**

- LEED Accredited Professional – LEED AP BD+C
- Member, American Society of Professional Estimators (ASPE)

**Project Experience**

- Bommer Canyon Community Park Rehabilitation, Irvine, CA
- Beaumont USD, Beaumont HS (Basketball courts), Rialto, CA
- Playfields Park, Davis, CA
- Anthony Munoz Community Center Pool, Ontario, CA
- Eastvale Community Park, Eastvale, CA
- Frisbee Park, Rialto, CA
- Great Park Ice and Sports Complex, Irvine, CA
- Rancho Cordova Little League, Rancho Cordova, CA
- Plummer Park, Parking Lot Re-Development, West Hollywood, CA
- Music/Theatre Complex-Liberal Arts Campus, Long Beach City College District, Long Beach, CA
- New Fine Arts Building, Irvine Valley College, South Orange County Community College District, Irvine, CA
- Rancho Santiago CCD, Santiago Canyon College, Campus Entrance Improvements, Orange, CA
- Rancho Santiago CCD, Santa Ana College, Barrier Removal, Santa Ana, CA
- South Orange County CCD, Saddleback College, Parking Lots, Mission Viejo, CA

**Proposal Costs Sheet & Rates Section**

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the development of the Las Palmas Park Revitalization Project. The fees below include all costs to be incurred by RJM Design Group, Inc. and an allowance for reimbursable expenses. The scope of work and associated fees are subject to refinement at Client's request.

This fee summary represents our current understanding of the project scope and complexity associated with an estimated total construction budget of \$2,695,000 and is calculated with the following breakdown:

7.7 acres of park rehabilitation @ 350K/acre	\$ 2,695,000
Design fees as identified in proposal (design and engineering)	\$ 490,121
Construction management allowance/ contingency	\$ 315,154
Total Las Palmas Completion Budget	\$ 3,500,000

PHASE	FEE
Phase 1 — Project Familiarization & Pre-Design	\$58,580
Phase 2 — Community Engagement Plan	\$122,113
Phase 3 — Construction Document Development	\$234,459
Phase 4 — Bidding & Construction Observation	\$67,969
TOTAL FEES PHASES 1-4	\$483,121
Reimbursable Expenses	\$7,000
<b>TOTAL FEE*:</b>	<b>\$490,121</b>

**REIMBURSABLE EXPENSES** (Estimated Allowance \$7,000.00)

When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above professional services fee:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery, shipping, and handling of documents
- Permits, plan check, and inspection fees
- City business license
- Soils testing

**ADDITIONAL SERVICES**

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client's request, reimbursable at Consultant's standard hourly rates. Additional services may include, but are not limited to:

- Additional meetings, presentations, or site visits beyond those identified in the scope of work.
- Exhibit preparation beyond that identified in the scope of work.
- Revisions to documents required as a result of changes in Client's direction; changes subsequent to Client's approval; or changes in governmental codes or regulations.
- Design of improvements beyond the designated project site, or due to changes in project phasing schedule.
- Specialized billing or accounting forms, invoices, spreadsheets.
- Engagement of other consultants not specifically identified below.

- Fire sprinkler and fire alarm drawings and calculations (to be design-build by general contractor)
- ADA compliance for existing spaces beyond 5' of the existing restroom

**ASSUMPTIONS:**

- **TOPOGRAPHY:** A 20-scale Aerial shall be provided and tied to a County/City benchmark & survey boundary control points as available. The site boundary will be plotted if adequate record maps and/or a Legal Description can be found or provided prior to commencing the Aerial Survey. Existing easements will be plotted if a Title Report is provided with backup documentation. civTEC will provide up to 2-days of field survey, as required, to pick up critical elements for design.
- **BASE MAP:** This proposal includes the preparation of a Base Map with the survey information, existing sewer, water and storm drain lines plotted thereon as shown on either the available research or provided drawings. civTEC can include existing dry utility locations (gas, electric, telephone, cable, etc.) if we are provided the drawings and/or locations.
- **STREET PLANS:** This proposal assumes off site public street plans are not required. Grading and landscaping adjacent to street will to be shown on Grading Plan.
- **STORM DRAIN:** This proposal assumes project drain inlets/outlets to be shown in plan view only (for lines under 18-inches in diameter). Preparation of Storm Drain Plans with Special Structures to disperse concentrated runoff from watersheds outside the project area is additional work.
- **HYDROLOGY:** This proposal includes on-site Hydrology as directly impacted by the proposed improvements and excludes any studies of off-site Hydrology.
- **SWPPP:** This proposal assumes that the area of disturbed land will be over 1.0 acre, thus subjecting the project to NPDES/NOI requirements. If required civTEC can prepare a project specific SWPPP and assist the owner (LRP) with the NOI and WQMP filing with the State.
- **WQMP/STORM WATER BMPs:** This proposal assumes that the project will be a priority project and a priority WQMP and treatment and retention/detention systems for storm runoff for LID/Hydromodification will be required.
- **SEWER:** This proposal assumes new sewer connections are required. This proposal excludes any special studies, sewage lift stations or off-site upsizing of the existing mainline.
- **WATER:** This proposal assumes new water connections are required. This proposal excludes a Fire Loop Plan and assumes the Architect obtains Fire Department clearance/hydrant locations. This proposal excludes any special studies, pump stations or off-site upsizing of the existing mainline capacity or any public water plan for relocations. A Fire Master Plan, if required, is additional work.
- Proposal excludes bid alternates and phasing modifications.
- Splash pad system to be outdoor approximately 2,500 SF with an estimated construction cost of 550,000.
- Proposal assumes all food prep is pre-packaged food only. Building will not require LA county of Health Approvals. We will work within the guidelines for concession stand vending of pre-packaged food service under LA County Public Health standards.

## CONSULTANTS' HOURLY RATES

Compensation for additional services will be billed hourly at our standard rates\* below:

<b>RJM DESIGN GROUP, INC.</b>	
Principal Landscape Architect	\$195 per hour
Associate Landscape Architect	\$175 per hour
Landscape Architect	\$155 per hour
Job Captain / Landscape Designer	\$140 per hour
CADD Technician / Graphics	\$125 per hour
Clerical	\$95 per hour
<b>RUBIO MEDINA</b>	
Project Architect	\$150 per hour
Project Manager	\$135 per hour
Drafting	\$65 per hour
Clerical	\$35 per hour
<b>CIVTEC (CIVIL ENGINEERING/SURVEY)</b>	
Principal	\$185 per hour
Project Manager	\$150 per hour
Project Engineer	\$125 per hour
Project Surveyor	\$120 per hour
Design Engineer	\$100 per hour
Draftperson	\$75 per hour
Project Assistant	\$60 per hour
2-Man Survey Crew	\$275 per hour
3-Man Survey Crew	\$355 per hour
<b>FBA ENGINEERING</b>	
Principal / Project Director	\$210 per hour
V.P. / Senior Associate	\$160 per hour
Associate / Project Manager	\$160 per hour
Construction Support	\$135 per hour
Electrical Designer	\$110 per hour
CAD / BIM Designer	\$90 per hour
Technical Typist	\$50 per hour
<b>GLASIR</b>	
On-Site Consulting	\$135 per hour
Irrigation Designer	\$110 per hour
Plan Check	\$110 per hour
<b>SUMMIT TURF AND HORT CONSULTANTS</b>	
On-Site Consulting / Reporting	\$125 per hour

**Proposal Costs Sheet & Rates Section (continued)**

<b>JONES AND MADHAVAN</b>	
Principal Architect	\$200 per hour
Principal Mechanical Engineer	\$200 per hour
Architectural Designer	\$125 per hour
Mechanical Designer	\$125 per hour
CAD Draftperson	\$95 per hour
Clerical	\$65 per hour
<b>GMU</b>	
Principal / Director	\$280 per hour
Associate Engineer or Geologist	\$255 per hour
Senior Engineer or Geologist	\$235 per hour
Project Engineer or Geologist	\$200 per hour
Senior Staff Engineer or Geologist	\$180 per hour
Staff Engineer of Geologist	\$165 per hour
CAD / GIS Design Engineer	\$120 per hour
Document Preparation and Project Services	\$105 per hour

\*Charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2023. Provisions for fee escalation pertain to all contract extensions and additional work.

Thank you for the opportunity to submit this proposal.





At RJM Design Group, we believe in consistency. All projects, no matter what scale, are met with the same degree of precision and artistry by our team. RJM's effective communication, seasoned staff, community involvement, and project execution expertise are what set us apart from other design firms. Simply put, our clients and our communities, matter. We add a level of detail and character to our designs that you will not find elsewhere. At RJM Design Group, we have found a way to fuse functional designs with what our clients want – and that, is the RJM difference.





*Community Inspired Spaces*

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[949] 493-2600 *phone*



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## AGENDA REPORT

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**To:** Mayor Mary Mendoza and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Mathew Baumgardner, Director of Public Works  
Patsy Orozco, Civil Engineering Assistant II

**Date:** September 19, 2022

**Subject:** Consideration to Award a Construction Contract for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve plans and specifications for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project, Federal Project No. ATPL-5202(020), Job No. 7615, Plan No. P-737, ("Pacoima Wash Bikeway Project") (Attachment "A");
- b. Accept the lowest responsive bid in the amount of \$4,835,283.60 from Toro Enterprises Inc., for construction of these improvements;
- c. Authorize the City Manager to execute a construction contract with Toro Enterprises Inc. for an amount of \$4,835,283.60 (Attachment "B" - Contract No. 2110);
- d. Establish a construction contingency of 10% of the contract amount, \$483,528.36, to cover costs of unforeseen conditions and authorize City Manager to execute change orders as necessary up to \$483,528.36.

### BACKGROUND:

1. In Fiscal Year (FY) 2003-2004, California State Polytechnic University, Pomona's Department of Landscape Architecture prepared the Pacoima Wash Greenway Master Plan that covers a length of 3.2 miles; 1.6 miles of the Pacoima Wash runs through the City of San Fernando.
2. In 2007, the City successfully applied to the Metropolitan Transportation Authority (Metro) Call for Projects for funding of the Pacoima Wash Bikeway Project. The City was awarded a total of \$1,513,000.

## **Consideration to Award a Construction Contract for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project**

Page 2 of 6

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3. On November 6, 2015, the City was notified by the South Coast Air Quality Management District that it had been awarded \$354,000 in Clean Transportation Funding from the Mobile Source Air Pollution Reduction Review Committee (MSRC) for the Pacoima Wash Bikeway Project.
4. In 2017, the City was awarded \$973,000 in grants funds from Caltrans through the Active Transportation Program (ATP) Cycle 3 Call for Projects Program for the Pacoima Wash Bikeway Project.
5. On March 21, 2022, the Santa Monica Mountains Conservancy Board of Directors approved funding of the City's proposal at its regularly scheduled public meeting in the amount of \$937,491.
6. In July 2022, Assemblywoman Luz Rivas was successful in setting aside a project-specific allocation of \$7,500,000 through the adoption of the State budget.
7. On August 1, 2022, the plans and specifications for the project were published on the City's website, the local newspaper, and sent to various online plan rooms for review by interested contractors.
8. On September 1, 2022, at 11:00 a.m., the City Clerk received and opened seven (7) construction bids for the Pacoima Wash Bikeway Project: Toro Enterprises, Inc., Powell Constructors, Inc., Sully-Miller Contracting Co., Environmental Construction, Inc., Los Angeles Engineering, GMZ Engineering, Inc., and United Construction & Landscape, Inc.

### **ANALYSIS:**

The San Fernando Pacoima Wash Bikeway and Pedestrian Path Project (Pacoima Wash Bikeway Project) is a Capital Improvement Project that will construct a bike path and pedestrian bridge along the Pacoima Wash through the City of San Fernando (from Fourth Street (Bradley Avenue) to the Pacoima Wash Natural Park). Construction of the Pacoima Wash Bikeway Project will connect students and San Fernando residents to a new non-motorized trail, offering opportunities for recreation and increased bike and pedestrian commuting options. The Bikeway Project will also serve to connect to a forthcoming network of safe bicycling options along local streets as noted in the City's recent Safe and Active Streets Plans, encouraging connectivity to a wider bike and pedestrian network in neighboring communities within the City of Los Angeles. Like the development of the Los Angeles River Bike Path, the Pacoima Wash Bikeway can create a linear green space that beautifies an underutilized area of the City.

## Consideration to Award a Construction Contract for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project

Page 3 of 6

The Pacoima Wash Bikeway Project's scope of work includes the following improvements:

- a. Construction of 12 foot wide, 1.34 mile long Class I asphalt concrete bikeway.
- b. Construction of Bioretention Areas
- c. Construction of retaining wall
- d. Installation of prefabricated bike/pedestrian bridge
- e. Installation of rectangular rapid flashing beacons
- f. Installation of welded wire fence
- g. Installation of solar lights
- h. Installation of bollards
- i. Installation of signage, striping, markings
- j. Construction of wheelchair ramps to meet current Americans with Disability Act (ADA) standards.

Staff analyzed the bids received and determined that Toro Enterprises Inc. submitted the lowest responsive bid. The table below summarizes the bids received:

<b>RANK</b>	<b>BIDDER</b>	<b>BID AMOUNT)</b>
1	Toro Enterprises Inc.	\$4,835,283.60
2	Powell Constructors, Inc.	\$5,232,977.00
3	Sully-Miller Contracting Co.	\$5,727,562.85
4	Environmental Construction Inc.	\$6,297,533.00
5	Los Angeles Engineering	\$6,400,000.00
6	GMZ Engineering Inc.	\$6,625,218.50
7	United Construction & Landscape, Inc.	NON-RESPONSIVE

Per Federal requirements, the job specifications included a Construction Contract Disadvantage Business Enterprise (DBE) participation level for the Pacoima Wash Bikeway Project. The City's DBE contract goal was set at 27%. The contractors are required to make good faith efforts (GFE) to meet the City's DBE goal. They can demonstrate these efforts in either of two ways, which are both equally valid. First, they can meet the goal by documenting they have obtained commitments from enough DBE participants to meet the goal. Second, even though they have not met the goal, they can document that they have made good faith efforts to do so. If a contractor can neither meet the DBE goal nor provide documentation of GFE, then they didn't meet this requirement and are not be eligible for contract award. Toro Enterprises Inc. indicated in their bid a 20.5% DBE participation for the Pacoima Wash Bikeway Project but in addition provided sufficient Good Faith Efforts documentation to demonstrate it meet DBE requirements and made them eligible for contract award.

**Consideration to Award a Construction Contract for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project**

Page 4 of 6

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Staff checked the references for Toro Enterprises Inc. and found the contractor to have the necessary experience for this type of project and a positive industry reputation.

United Construction & Landscape Inc.'s bid proposal was deemed non-responsive because:

- The proposal failed to provide and list sufficient DBE certified subcontractors to satisfy to 27% DBE requirement for this project.
- The proposal provided incorrect information with respect to DBE-certified subcontractors. United Construction submitted a request to substitute contractors, however, the request to substitute subcontractors was submitted untimely and does not comply with the Subletting and Subcontracting Fair Practices Act (Pub. Con. Code §§ 4100, et. seq.)
- The proposal failed to satisfy the 50% self-performance requirement as stated in the Standard Specification. Although the Federal Provision stated a 30% self-performance requirement, the Federal Provisions also required compliance with the higher percentage of self-performance when it is stated elsewhere in the contract, which, in this case, is the Standard Specifications provided in the General Provisions of the bid documents.

Timeline.

The Pacoima Wash Bikeway Project specifications call for a construction duration of three 340 working days, or approximately 18 months. Liquidated damages for the project have been set at \$3,900 per day for every day that contractor work goes beyond the stipulated duration.

The following is a tentative project schedule:

1. Contract award: September 19, 2022.
2. Submit bonds, insurance and sign contracts: October 2022.
3. Hold Pre-Construction Meeting: October 2022.
4. Issue Notice to Proceed with Construction: October 2022.
5. Start of construction: November 2022.
6. End of construction: April 2024.
7. City Council accepts project as complete: May 2024.
8. Project close-out and Federal reporting: June 2024.



## Consideration to Award a Construction Contract for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project

Page 5 of 6

### BUDGET IMPACT:

The total budget for Pacoima Wash Bikeway Project is \$11,892,491, including forthcoming State Funding from Assemblywoman Luz Rivas in the amount of \$7,500,000 to be appropriated pending transmission and formal adoption by Council. The project is also funded through local funds such as Measure R and Measure M, and grants secured from Caltrans, LA Metro, AQMD, and the Santa Monica Mountains Conservancy.

<b>SOURCES</b>		
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>
CMAQ	010-3686-0549	\$ 1,513,000
ATP Cycle 3	010-3686-0550	\$ 973,000
AQMD/MSRC AB2726	010-3686-0551	\$ 354,000
Measure R	012-3210-0551	\$ 398,000
Measure M	024-3210-0551	\$ 217,000
SMMC Grant	010-3686-0647	\$ 937,491
State Budget Allocation (Assemblywoman Luz Rivas)	Pending Appropriation	\$ 7,500,000
<b>Total Sources:</b>		<b>\$ 11,892,491</b>

<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
Construction	010/012/024-311-0551-4600	\$ 4,835,284
Construction Management	010/012/024-311-0551-4600	\$ 589,094
Contingency Funding (10%)	010/012/024-311-0551-4600	\$ 483,528
Phase 2: Additional funding for project enhancements to pedestrian bridge and Pacoima Wash Natural Park	010/012/024-311-0551-4600	\$ 5,984,585
<b>Total Uses:</b>		<b>\$ 5,907,906</b>

The lowest qualified bid amount of \$4,835,283.60, plus 10% for construction contingencies of \$483,528.36 equates to a total construction amount of \$5,318,812.

Other project expenditures include construction management, inspection, testing, labor compliance, testing, DBE monitoring, Federal reporting, and reimbursement billings. In October 2022, staff will present recommendation of contract award to Willdan for Construction Management and Inspection services in the amount of \$589,094.

Phase 2: The additional funding for project enhancements will be used to upgrade fencing along the Pacoima Wash, enhance lighting and signage along the wash and the natural park, extend

**Consideration to Award a Construction Contract for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project**

Page 6 of 6

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the bike path 0.25 miles in the northern direction, and program additional open space and restore the Pacoima Wash Natural Park.

**CONCLUSION:**

Staff recommends that the City Council award a construction contract to Toro Enterprises Inc. for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project, and all recommended actions necessary to successfully execute the project.

**ATTACHMENTS:**

- A. [Plans and Specifications](#) (provided digitally through web link)
- B. Construction Contract No. 2110, including:
  - Exhibit A: Notice Inviting Bids
  - Exhibit B: Instructions to Bidders
  - Exhibit C: Contractor's Proposal



## CONSTRUCTION CONTRACT/AGREEMENT

### TORO ENTERPRISES, INC.

San Fernando Pacoima Wash Bikeway and Pedestrian Path,  
Federal Project No. ATPL-5202(020), Job No. 7615, Plan No. P-737

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of September, 2022, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and TORO ENTERPRISES, INC. as "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 **San Fernando Pacoima Wash Bikeway and Pedestrian Path, Federal Project No. ATPL-5202(020), Job No. 7615, Plan No. P-737**, Notice Inviting Bids (Exhibit "A"), Instructions to Bidders (Exhibit "B"), Contractor's Proposal (Exhibit "C"), Contract/Agreement, General 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: **San Fernando Pacoima Wash Bikeway and Pedestrian Path, Federal Project No. ATPL-5202(020), Job No. 7615, Plan No. P-737** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated 8/30/22.

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work the stipulated sum of **FOUR MILLION, EIGHT HUNDRED THIRTY-FIVE THOUSAND, TWO HUNDRED EIGHTY-THREE DOLLARS AND SIXTY CENTS (\$4,835,283.60)**.

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-

**CONSTRUCTION CONTRACT/AGREEMENT**

CONTRACT NO. 2110

**San Fernando Pacoima Wash Bikeway and Pedestrian Path,  
Federal Project No. ATPL-5202(020), Job No. 7615, Plan No. P-737**

Page 2 of 4

like manner without interruption, and to complete the construction thereof within **Three Hundred Forty (340)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: **Three Thousand Nine Hundred Dollars (\$3,900.00)** for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

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

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

**CONSTRUCTION CONTRACT/AGREEMENT**

CONTRACT NO. 2110

**San Fernando Pacoima Wash Bikeway and Pedestrian Path,  
Federal Project No. ATPL-5202(020), Job No. 7615, Plan No. P-737**  
Page 3 of 4

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The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:  
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

**CONSTRUCTION CONTRACT/AGREEMENT**

CONTRACT NO. 2110

**San Fernando Pacoima Wash Bikeway and Pedestrian Path,  
Federal Project No. ATPL-5202(020), Job No. 7615, Plan No. P-737**  
Page 4 of 4

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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.

**CITY OF SAN FERNANDO:**

**TORO ENTERPRISES, INC.:**

By: \_\_\_\_\_  
Nick Kimball, City Manager

By: \_\_\_\_\_

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

**ATTEST:**

By: \_\_\_\_\_  
Julia Fritz, City Clerk

By: \_\_\_\_\_

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Richard Padilla, Assistant City Attorney

**NOTICE INVITING BIDS**

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 A.M. on Thursday, September 1, 2022**, and said bids will be publicly opened and declared for performing work on the following project:

**SAN FERNANDO PACOIMA WASH BIKEWAY AND PEDESTRIAN PATH**  
**Federal Project No. ATPL-5202(020)**  
**JOB NO. 7615, PLAN NO. P-737**

The project consists of constructing a 12 foot wide, 1.34 mile long Class 1 asphalt concrete bikeway within the Pacoima Wash, constructing ramps, retaining wall, installing fence, guardrail, prefabricated bridge, lighting, rectangular rapid flashing beacons, striping, markings, signage, bollards, 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 contract time for the project is **Three Hundred Forty (340) working days**.

A pre-bid meeting is scheduled **10:00 A.M. on Wednesday, August 17, 2022 at 120 Macneil Street, San Fernando, CA 91340, PW Ops Room**. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. **Bidders' attendance at this meeting is mandatory.**

Pursuant to Federal law, Disadvantaged Business Enterprise (DBE) requirements shall include all DBEs, as described in the Specifications. This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990, and in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation.

**The DBE contract goal for this project is 27%.**

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



**EXHIBIT "A"**  
**CONTRACT NO. 2110**

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

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

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

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

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

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

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

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the Contractor and his/her subcontractors shall obtain a City business license. At the time of bidding, the Contractor must possess a valid California **Class A** Contractor's License.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of 1/2 of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of 1/2 of 1% of the bidder's total bid or \$10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

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

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

Copies of the plans and specifications, including the approved proposal form, are available on the City website, [www.sfcity.org](http://www.sfcity.org), for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Patsy Orozco, Civil Engineering Assistant II, via e-mail at [POrozco2@sfcity.org](mailto:POrozco2@sfcity.org) to be placed on the plan holders list.**

**Any questions pertaining to the project shall be submitted by Friday, August 19, 2022 by 4:00 p.m.**

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

City of San Fernando

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

By: Matthew Baumgardner, P.E.  
Director of Public Works

Sun  
7/21/2022  
8/21/2022

### INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is

interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

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

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

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

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

5. SIGNATURE OF CONTRACTOR

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

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

6. BONDS

- a. Bid Bonds Bid must be accompanied by cash, cashier's check, certified check, or



surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.

- b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

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

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

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

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

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

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



GENERAL ENGINEERING  
& CONSTRUCTORS  
P.O. Box 6285  
Oxnard, CA 93031

RECEIVED

2022 SEP - 1 A 10:55

CITY OF SAN FERNANDO  
CITY CLERK

City of San Ferna  
117 W Macneil st  
San Fernando  
CA 91340

Sealed bid for:

San Fernando - Pacoima Wash bikeway and  
Pedestrian Path Federal Project NO. ATPL-5202(020)  
Job No. 7515, Plan NO. P-737





**Addendum No. 1**

**August 22, 2022**

**Project: San Fernando Pacoima Wash Bikeway and Pedestrian Path,  
Federal Project No. ATPL-5202(020)  
Job. No. 7615, Plan No. P-737**

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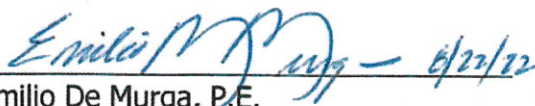
The following change shall apply for this project.

1. Replace existing Plans P-737 with the attached plans: **ADDENDUM NO. 1 PLANS TO SCALE-Pacoima Wash Bikeway Plans 8-19-22.** The reasons for the replacement is because the latter plan set is to scale and the first one isn't.

Indicate the receipt of *Addendum 1* on Page P-3 of the Contractor's Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE.**

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Approved by:

  
Emilio De Murga, P.E.  
City Engineer



**Addendum No. 2**

**August 23, 2022**

**Project: San Fernando Pacoima Wash Bikeway and Pedestrian Path,  
Federal Project No. ATPL-5202(020)  
Job. No. 7615, Plan No. P-737**

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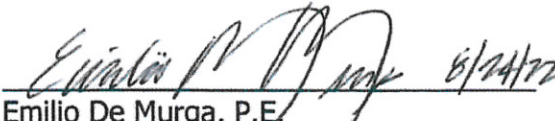
The following change shall apply for this project.

1. The federal wage decision was checked on this website <http://www.wdol.gov/wdol/scafiles/davisbacon/ca33.dvb> 10-days prior to bid opening. The applicable federal wage decision for this project is GENERAL DECISION NUMBER CA20220020, Modification No. 9, dated August 19, 2022.

Indicate the receipt of *Addendum 2* on Page P-3 of the Contractor's Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE.**

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Approved by:

  
Emilio De Murga, P.E.  
City Engineer



**Addendum No. 3**

**August 23, 2022**

**Project: San Fernando Pacoima Wash Bikeway and Pedestrian Path,  
Federal Project No. ATPL-5202(020)  
Job. No. 7615, Plan No. P-737**

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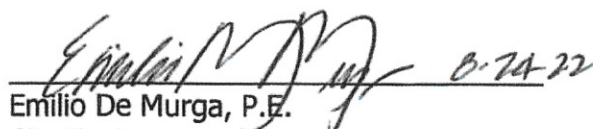
The following change shall apply for this project.

1. DELETE Bid Item No. 21 - Guardrail (84 LF) from Bid Schedule.
2. ADD Bid Item No. 29 – Provide Construction Surveying (1 LS). *Payment for this item shall include full compensation for all labor, materials, tools, equipment, surveyor, supervision, and incidentals required to provide construction survey as noted on the specifications. This bid item will be paid for per Lump Sum.* Change page B-3 to page B-3A.
3. To reflect these changes, the Bid Schedule on page P-2 has been changed to REVISED BID SCHEDULE page P-2A. Please use the REVISED BID SCHEDULE P-2A in your proposal for this project.

Indicate the receipt of *Addendum 3* on Page P-3 of the Contractor's Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE.**

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Approved by:

  
Emilio De Murga, P.E.  
City Engineer



**Addendum No. 4****August 25, 2022**

**Project: San Fernando Pacoima Wash Bikeway and Pedestrian Path,  
Federal Project No. ATPL-5202(020)  
Job. No. 7615, Plan No. P-737**

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The following changes shall apply for this project.

1. In Plan No. P-737, **Construction Note 3-6' High Welded Wire Fence by others- DELETE the "by others"** from Construction Note 3. This work is Item 22 in the Bid Schedule and will be provided by the contractor. Payment for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals. This item will be paid per LINEAR FOOT.
2. In Plan No. P-737, **Construction Note 5-6' Double Swing Welded Wire Gate by others - DELETE the "by others"** from Construction Note 5. This work is Item 23 in the Bid Schedule and will be provided by the contractor. Payment for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals. This item will be paid per EACH.
3. In Plan No. P-737, **Construction Note 8-Bollard by others - DELETE the "by others"** from Construction Note 8. This work is Item 24 in the Bid Schedule and will be provided by the contractor. Payment for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals. This item will be paid for EACH.
4. In Plan No. P-737, **Construction Note 14 – Bioswale see detail C-6 on sheet C-500 not part of construction – DELETE the "not part of construction"** from Construction Note 14. This work is part of this construction project and will be paid under Items 27 & 28 in the Bid Schedule and work will be provided by the contractor. Payment for both these items shall include full compensation for all labor, materials, tools, equipment, and incidentals. Item 27 will be paid for Cubic Yard. Item 28 will be paid for Cubic Yard.
5. The cost of removal and shoring of the existing wall shall be included in Item 11 – Retaining Wall- in the Bid Schedule. Payment of the existing wall removal shall include full compensation for all labor, materials, tools, equipment, and incidentals and will be paid for LINEAR FOOT.
6. The cost of removal and shoring of existing fence shall be included in Item 22- Welded Wire Fence – in the Bid Schedule. Payment of the existing fence removal

Addendum No. 4  
San Fernando Pacoima Wash Bikeway and Pedestrian Path  
Federal Project No. ATPL-5202(020)  
Job. No. 7615 – Plan No. P-737  
August 25, 2022  
Page 2 of 9

shall be included full compensation for all labor, materials, tools, equipment, and incidentals and will be paid for LINEAR FOOT.

The following questions and answers are hereby incorporated into this project.

Q1. *Can you provide a copy of the Los Angeles Flood Control District Agreement? What is the County permit number?*

A1. Please see attachment LACFCD Agreement. County permit number is 2017-006569.

Q2. *Can you provide a copy of the US Army Corps Permit?*

A2. Please see attachment USAC 408 Permit No. SPL-408-2016-076

Q3. *Who will be responsible for construction survey?*

A3. Please see Addendum No. 3

Q4. *We tried to print the plans for the San Fernando Pacoima Bikeway and our printing place told us that the size of the plan has been reduced to (11"x17") and will not print to scale. Would you happen to have a full size set of the plans so we can start doing our takeoff?*

A4. Please see Addendum No. 1

Q5. *Can you confirm whether Davis-Bacon applies to the above contract [San Fernando Pacoima Wash Bikeway and Pedestrian Path]?*

A5. Yes, Davis-Bacon is required-this is a federal funded project, prevailing wages are required. Please click on the following link for more details:

Link to Contract Specifications:

<https://app.box.com/s/xso57l3bjgd2l1dr82d61viaxrn8vj47>



Addendum No. 4  
San Fernando Pacoima Wash Bikeway and Pedestrian Path  
Federal Project No. ATPL-5202(020)  
Job. No. 7615 – Plan No. P-737  
August 25, 2022  
Page 3 of 9

- Q6. *Please let us know if there is a self-performance requirement.*
- A6. Yes, there is a self-performance requirement. The self-performance requirement is included in the federal section of the project specifications, FHWA-1273; Section VI.
- Q7. *Regarding the pedestrian bridge on Pacoima Wash, can the bridge be made of steel, either unpainted weathering steel, galvanized carbon steel, or painted carbon steel? Specs call out an Aluminum bridge.*
- A7. The bridge must be aluminum per the plans and specs. The intent is to keep the bridge weigh down to minimize the abutment footprints, and the limited span allowed for the use of aluminum. Changing to steel would increase the bridge weight, which would impact the layout and foundation sizing.
- Q8. *Please confirm if the customer is looking for lighted or non-lighted version of this bollard.*
- A8. The intent of the bollard is to be non-lighted.
- Q9. *The bid schedule shows that there is 84 LF of item #21 "Guardrail." However, there is no information in the specifications and there is no call out for guardrail anywhere on the plans. Please review and advise.*
- A9. Please see Addendum No. 3
- Q10. *Sheet #L-2.02 shows a detail for the removable bollard by Blockades, Inc. Can you confirm: does the city want the Lighted Bollard: Removable Internal Locking Series model? Or one of the Non-Lighted bollard models? Please advise.*
- A10. The intent for the bollard is to be non-lighted and there was no accommodation made for electrical to the bollards.

Addendum No. 4  
San Fernando Pacoima Wash Bikeway and Pedestrian Path  
Federal Project No. ATPL-5202(020)  
Job. No. 7615 – Plan No. P-737  
August 25, 2022  
Page 4 of 9

Q11. *Would you kindly direct me to the insurance requirements for this project? I do not see them.*

A11. Insurance requirement per latest edition of the Standard Specification for Public Works. In addition, please read the Contract Documents under General Provisions (GP-1, GP-10, GP-11)

Q12. *On sheet C-001 note 3 state the Welded Wire Fence will be installed by others. Pay items 22 & 23 are for this work. Can you clarify if this fencing is going to be installed or not.*

A12. The "by others" noted throughout the plans is a typo. Yes, the Welded Wire Fence and Welded Wire Gate will be purchased/provided/manufacture and installed by the contractor and compensation will be paid under Items 22 and 23 in the Bid Schedule.

Q13. *Regarding the traffic control, do we need to get permit for it?*

A13. Since it's one of your bid items, you will submit the plans to our City for review, once the plans have been approved, we will stamp your plans. The approved plans meet the Traffic Control requirements within City of San Fernando for this project. However, please be advised, the entrance off of Fourth Street is in City of Los Angeles, if you use that entrance, City of Los Angeles may require you to pull a permit.

Q14. *About bridge members, is there any size and kind of the aluminum truss?*

A14. The controlling bridge dimensions, bridge type, and design assumptions are included in the plans and specifications. The bridge design, including all member sizing, is to be a deferred submittal by the contractor in accordance with the specifications.



Addendum No. 4  
San Fernando Pacoima Wash Bikeway and Pedestrian Path  
Federal Project No. ATPL-5202(020)  
Job. No. 7615 – Plan No. P-737  
August 25, 2022  
Page 5 of 9

Q15. *Per the cost breakdown, item #25 Lightpoles (65 qty) –we did not see electrical plans. Will the City provide an Electrical plan set?*

A15. The lighting poles are solar lights. No electrical plans are required nor will be provided. Please see L-1.00 for further details.

Q16. *On sheet C-107 states to construct a retaining wall D2 from STA 302+97.13 to STA 300+43.41. Although, there's already an existing wall in place. Can you please provide more information on reconstructing the Wall D2? In order to construct the wall, we will need a temporary construction easement of the RW limits in the parking lot adjacent to the new retaining Wall D2. Also, include a detail on how to reconstruct the parking lot.*

A16. Temporary Construction Easements (TCE) and Right-Of-Way Easement (ROE) are currently being executed with property owner. There is a TCE in place to build the retaining wall. The existing wall and fencing shall be removed to allow for the construction of the new wall. The cost of this removal shall be included in the price of constructing the new wall and fencing. Temporary shoring shall be installed as needed to protect the existing parking lot in place. The cost of the shoring shall be included in the price of constructing the new wall and fencing. Any portion of the parking lot damaged during construction shall be replaced in kind at no additional cost.

Q17. *Per sheet C-500 Detail C-8, please provide the thickness of the proposed reconstructed grout cobblestone slope.*

A17. Per the detail, the depth and size of the grout cobblestone shall be reconstructed to match existing. The contractor shall be responsible for field verifying the existing conditions.

Q18. *Please provide the geotechnical report for the location of the proposed bridge and retaining wall?*

A18. Please see attached Geotechnical Report

**Addendum No. 4****San Fernando Pacoima Wash Bikeway and Pedestrian Path****Federal Project No. ATPL-5202(020)****Job. No. 7615 – Plan No. P-737****August 25, 2022****Page 6 of 9**

- Q19.** *Reference Specification Section 310000-7(2.38): There are two types of Bioretention Soil Mixture given for the upper and lower layers but the Details C-5 & C-6 on Sheet C-500 don't show any layers. Please clarify the layers or if there are no layers provide the mix required on this project.*
- A19.** Upper layer applies to the top 18 inches of the soil media. Unlined bioretention soil mix (medium percolation blend) to be utilized.
- Q20.** *Reference Specification Section 310000-4(1.4): Please make the Geotechnical Report available to all bidders.*
- A20.** Please see attached Geotechnical Report
- Q21.** *Reference Specification Section 310000-14(3.98): The second paragraph in this section calls for the liner to be anchored to concrete curb or sidewalk per the manufacturer's recommendation. The Details C-5 & C-6 on Sheet C-500 don't show this. Please confirm that no curb sidewalk is required.*
- A21.** Curb or sidewalk is not required. Install liner as shown in Details C-5 and C-6 on C-500.
- Q22.** *Note 1 on Details C-6 of Sheet C-500 calls for liner by Environmental Protection, Inc. Is the intent to sole source this to them for the liner or can the Contractor use an alternate manufacturer? If an alternate is allowed please provide the technical specifications for the liner.*
- A22.** Alternative liner may be utilized as long as the alternative product has equivalent properties to the 30-mil plastic liner by Environmental Protection Inc.
- Q23.** *Reference Specification Section 321216-4(2.1E): This section calls for installation of redwood header along all edges of asphalt. The drawings do not show any redwood header. If this is required please provide a drawing detail showing the redwood header as it would essentially be the entire length of the pathway on both sides.*
- A23.** Redwood headers are required. Header to be constructed similar to the attached

Addendum No. 4  
San Fernando Pacoima Wash Bikeway and Pedestrian Path  
Federal Project No. ATPL-5202(020)  
Job. No. 7615 – Plan No. P-737  
August 25, 2022  
Page 7 of 9

detail.

**Q24.** *Reference Specification Section 321216-5(3.2): Seal coat is to be applied on the newly placed asphalt pavement. Please confirm that this is required and if so, please provide the specification on the seal coat. Also, how long after the asphalt placement is the seal coat to be applied?*

**A24.** Seal coat is required. Seal coat shall utilize a slow setting type emulsified asphalt (Grade SS-1h) in accordance with Section 2.1 of Specification 321216, Section 203 – EMULSIFIED ASPHALT of the SSPWC, and Section 203-9 – SEAL COAT ASPHALT BASED of the SSPWC; diluted with equal parts of water. After the bituminous surfacing has passed the tests, including the flood test, clear and allow to dry, then apply one coat of a seal coat to the surface. The seal coat shall not be applied to the newly constructed asphalt concrete surface until thirty (30) days after spreading and compacting the new asphalt concrete. After 30 days, the surface of the newly constructed asphalt concrete shall be washed with a strong detergent such as trisodium phosphate, and rinsed before the application of the seal coat.

**Q25.** *During the pre-bid meeting held at the City, there was mention of a couple of permits from L.A. County flood and the Army Corp. of Engineers. Please make these and all other permits that were applied for by the City available to all bidders.*

**A25.** Please see attachment LACFCD Agreement. County permit number is 2017-006569. Please see attachment USAC 408 Permit No. SPL-408-2016-076

**Q26.** *Below is a snap shot of retaining wall D1 and D2. The installation of retaining wall D2 (RW-D2) will require the Contractor to encroach into the private parking lot outside of the LA County R/W. Has the City made arrangements with the private property Owner for a "Temporary Construction Easement" to build RW-D2? If so please provide details of the easement. If not, there will be a need to shore to protect the parking lot during RW-D2 construction which will be a significant cost to*



A26. Temporary Construction Easement (TCE) and Right-Of-Way Easement (ROE) are currently being executed with property owner. There is a TCE in place to build the retaining wall.

Q27. *The drawings do not show the existing retaining all and chain link fence (See attached photos) where the new RW-D2 will be constructed. There are no bid items for removal/demolition of the existing retaining wall, chain link fence and asphalt parking lot. Also, please provide a bid item for the replacement of the barbed wired chain link fence and parking lot asphalt along with a drawing showing the extent of the parking lot restoration.*

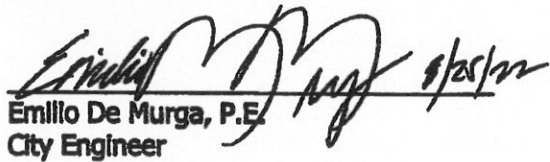
A27. The existing wall and fencing shall be removed to allow for the construction of the new wall. The cost of this removal shall be included in the price of constructing the new wall and fencing. Temporary shoring shall be installed as needed to protect the exiting parking lot in place. The cost of the shoring shall be included in the price of constructing the new wall and fencing. Any portion of the parking lot damaged during construction shall be replaced in kind at no additional cost.

Addendum No. 4  
San Fernando Pacoima Wash Bikeway and Pedestrian Path  
Federal Project No. ATPL-5202(020)  
Job. No. 7615 – Plan No. P-737  
August 25, 2022  
Page 9 of 9

Indicate the receipt of *Addendum 4* on Page P-3 of the Contractor's Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE.**

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Approved by:

 8/25/22  
Emilio De Murga, P.E.  
City Engineer

# PROPOSAL

P(i)

**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:

**SAN FERNANDO -PACOIMA WASH BIKEWAY AND PEDESTRIAN PATH**  
**Federal Project No. ATPL-5202(020)**  
**Job No. 7515, Plan No. P-737**

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 **Three Hundred Forty (340)** 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.

8/30/22  
Dated

TORO ENTERPRISES, INC.

Bidder

  
Signature

SEAN CASTILLO

Name (Print/Type)

PRESIDENT

Title



**REVISED BID SCHEDULE****SAN FERNANDO PACOIMA WASH BIKEWAY AND PEDESTRIAN PATH**

Federal Project No. ATPL-5202(020)

Job No.7615, Plan No. P-737

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Mobilization, Demo & Clean-Up	LS	1	452,500.-	452,500.-
2	Traffic Control	LS	1	106,000.-	106,000.-
3	Stormwater Protection Plan	LS	1	51,000.-	51,000.-
4	Remove Sidewalk	CY	14	350.-	4,900.-
5	Remove Gate	EA	2	1,500.-	3,000.-
6	Remove Curb & Gutter	LF	145	34.-	4,930.-
7	Unclassified Excavation	CY	2473	61.-	150,853.-
8	Asphalt Concrete	TON	1670	194.-	323,980.-
9	Base Material	CY	1648	77.-	126,896.-
10	Concrete Ramp	CY	17	1,200.-	20,400.-
11	Retaining Wall	LF	655	1,125.-	736,375.-
12	Structural Backfill	CY	864	40.-	34,560.-
13	Structural Excavation	CY	1412	37.-	52,244.-
14	Bridge	LS	1	500,000.-	500,000.-
15	Concrete Curb	LF	146	75.-	10,950.-
16	Striping	LF	16489	1.40	23,084.60
17	Pavement Markings	EA	60	135.-	8,100.-
18	Signs	EA	31	290.-	8,990.-
19	Rectangular Rapid Flashing Beacon	EA	2	6,425.-	12,850.-
20	Headwall and Wingwall	EA	2	25,000.-	50,000.-
21	<del>Guardrail DELETED</del>	<del>LF</del>	<del>84</del>	<del>xxxxxxx</del>	<del>xxxxxxx</del>
22	Welded Wire Fence	LF	5658	123.-	695,934.-
23	Welded Wire Gate	EA	7	10,000.-	70,000.-
24	Bollards	EA	6	4,000.-	24,000.-
25	Lighting Poles	EA	65	9,750.-	633,750.-
26	Excavation for Bioretention Areas	CY	4178	41.-	171,298.-
27	Bioretention Areas-Soil Media	CY	2549	106.-	270,194.-
28	Bioretention Areas- Drainage Stone	CY	1595	121.-	192,995.-
29	Provide Construction Survey	LS	1	95,000.-	95,000.-
<b>BID TOTAL</b>					<b>\$4,835,283.60</b>

Total Base Bid in numbers \$ 4,835,283.60

Total Base bid in words: four million eight hundred thirty five Thousand  
two hundred eighty three Dollars  
And sixty Cents

The Contract shall then be awarded to the lowest qualified bidder based on the Total Bid. However, the City reserves the right to remove any and/or all of the Additive Bid Items at the time of the City's Issuance of its Notice to Proceed. Said Notice to Proceed shall

**determine/specify which of the Additive Bid Items, if any, shall be remain as part of this contract.**

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received: 1, 2, 3, 4

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, TORO ENTERPRISES, INC. as Principal,  
and Travelers Casualty and Surety Company of America as Surety,  
are held and firmly bound unto the City of San Fernando in the sum of \_\_\_\_\_  
Ten Percent of the Amount Bid (\$ 10% of the Amount Bid )  
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 TORO ENTERPRISES, INC.  
to construct San Fernando Pacoima Wash Bikeway and Pedestrian Path Federal Project No. ATPL-5202(020) Job No. 7615, Plan No. P-737  
(insert names of streets and limits to be improved) dated September 1, 2022 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 TORO ENTERPRISES, INC.  
by and from the said City of San Fernando that said contract is ready for execution, then this  
obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 30th day of  
August, 2022.

Principal TORO ENTERPRISES, INC.Surety Travelers Casualty and Surety Company of America

By \_\_\_\_\_

By \_\_\_\_\_

Its Sean Castilla, PresidentIts Ethan Spector, Attorney-in-Fact

By \_\_\_\_\_

By N/AIts Jerry Hanigan, SecretaryIts N/A

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:

Travelers Casualty and Surety Company of AmericaAttn: Jeni Ehlers21688 Gateway Center Drive, Diamond Bar, CA 91765



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189

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

State of California,

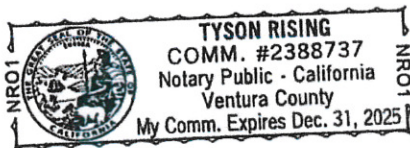
County of Ventura,

On AUGUST 31ST, 2022 before me, Tyson Rising, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Sean Castillo & Jerry Hannigan  
*Name(s) of Signer(s)*

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

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



Signature [Signature]  
*Signature of Notary Public*

Place Notary Seal Above

-----OPTIONAL-----

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: CITY OF SAN FERNANDO, PLAN NO. P-737, BID BOND Date: 08/30/2022

Number of Pages: 1 Signer (s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name Sean Castillo☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: Toro Enterprises, Inc.Signer's Name: Jerry Hannigan☒ Corporate Officer — Title(s): Secretary

☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: Toro Enterprises, Inc.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

State of California

County of Los Angeles

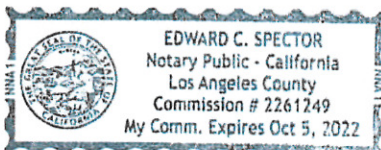
On AUG 30 2022 before me, Edward C. Spector Notary Public, personally appeared Ethan Spector who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledgment to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature

Edward C. Spector, Notary Public





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ethan Spector** of **LOS ANGELES, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

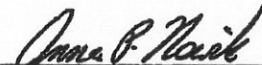
By:   
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **AUG 30 2022** day of



  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



**CONTRACTOR INFORMATION**

Company Name TORO ENTERPRISES, INC.  
Address 2101 E VENTURA BLVD, OXNARD, CA 93036  
Telephone 805-483-4515 Fax 805-483-2001 E-mail ESTIMATING@TOROENTERPRISES.COM  
Type of Firm: Individual ( ) Partnership ( ) Corporation ( ☒ )  
Corporation organized under the laws of the State of CALIFORNIA  
Contractor's License Number 710580 State CA Classification A, C-31 Expiration Date 8/31/23  
DIR Registration Number 1000002410 Expiration Date 6/30/25  
Names and titles of all officers of the firm  
SEAN CASTILLO, PRESIDENT; 2101 E VENTURA BLVD, OXNARD, CA 93036 805-483-4515  
JERRY HANNIGAN, SECRETARY; 2101 E VENTURA BLVD, OXNARD, CA 93036; 805-483-4515  
TRENT ROYLE, VP OPERATIONS; 2101 E VENTURA BLVD, OXNARD, CA 93036; 805-483-4515

**\*HAVE DONE WORK FOR THE CITY OF SAN FERNANDO\*****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: LA <sup>Steel</sup> Steel Services

Address of office, mill or shop: 1180 Olympic Drive, Corona CA

Specific description of subcontract: Rebar installation for Retaining walls bridge Abundene

License No.: 998917 Amount of Subcontract: 299,850.-

DIR Registration Number: 1000391496 Expiration Date: \_\_\_\_\_

Name under which subcontractor is licensed: California Professional Engineer

Address of office, mill or shop: 19062 San Jose Ave

Specific description of subcontract: Flashing raised beacons and lighting poles

License No.: 793907 Amount of Subcontract: 584,120.-

DIR Registration Number: 1000377609 Expiration Date: 6/30/23

Name under which subcontractor is licensed: Golden bay Fence

Address of office, mill or shop: (30) 4104 40104 B St Stockton CA

Specific description of subcontract: Install wire fence and Gates

License No.: 664905 Amount of Subcontract: 691,700.-

DIR Registration Number: 1000600720 Expiration Date: 6/30/24

Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

## MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

BUSINESS NAME: TORO ENTERPRISES, INC.ADDRESS (P.O. BOX NOT ACCEPTABLE): PO BOX 6285CITY, STATE, ZIP CODE: OXNARD, CA 93031PHONE NUMBER (805) 483-4515CONTACT PERSON: SEAN CASTILLO1. MINORITY OWNEDComposition of ownership (more than 50% of ownership of the organization):  
Please check one of the following:☐ Black American ☐ Asian/Pacific American☐ Native American ☒ Hispanic American ☐ Other ethnicity2. WOMEN OWNED

More than 50% of this business is owned by women:

☐ Yes ☒ No3. SMALL BUSINESS ENTERPRISE

This business enterprise collects \$1,000,000 or less in gross revenue per year.

☐ Yes ☒ No

Does your firm intend to use subcontractors or independent contractors for this project?

☒ Yes ☐ No

If yes, all others must fill out the bidder's application also.

Has this business been certified by any other agency as a minority/women owned enterprise or small business enterprise?

☒ Yes ☐ No

If yes, please list name(s) and telephone number(s) of certifying agencies.

*Please see Attached*  
Is this a joint venture proposal?☐ Yes ☒ No

BOARD OF PUBLIC WORKS  
MEMBERS

ANDREA A. ALARCÓN  
PRESIDENT

JERILYN LÓPEZ MENDOZA  
VICE PRESIDENT

PAULA A. DANIELS  
PRESIDENT PRO-TEMPORE

STEVEN T. NUTTER  
COMMISSIONER

VALERIE LYNN SHAW  
COMMISSIONER

WILLIAM P. WEEKS  
EXECUTIVE OFFICER

CITY OF LOS ANGELES  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

JOHN L. REAMER, JR.  
Inspector of Public Works  
and  
Director

BUREAU OF  
CONTRACT ADMINISTRATION  
Office of Contract Compliance  
1149 S. BROADWAY, SUITE 300  
LOS ANGELES, CA 90015  
(213) 847-1922

<http://bca.lacity.org>

August 12, 2011

RECEIVED

AUG 17 2011

Mr. Sean Castillo  
Toro Enterprises, Inc.  
P.O. Box 6285,  
Oxnard, CA 93031

TORO ENTERPRISES, INC.

**RE: STATUS OF MINORITY BUSINESS ENTERPRISE (MBE) CERTIFICATION**  
**File No. - 10176**

Dear Mr. Castillo:

The Bureau of Contract Administration, Office of Contract Compliance has implemented a change to the City of Los Angeles MBE/WBE Certification Rules and Regulations; certifications will remain valid beyond the period indicated in the issued certification approval letters. A firm shall remain certified unless and until its certification is removed for cause.

The City reserves the right to request additional information and/or conduct on-site visits at any time during the certification period to verify any documentation submitted with your application. If there are any changes in your firm's name, address, ownership, control, or work category, you are still required to notify this office of those changes in writing. Please include your file number on each page of correspondence relating to these matters.

Your certification status can be verified in the City of Los Angeles DBE/MBE/WBE database at <http://bca.lacity.org> or by calling our office at (213) 847-2684.

If you have any questions regarding this matter, please contact the Centralized Certification Administration at (213) 847-2684.

*AN EQUAL OPPORTUNITY- AFFIRMATIVE ACTION EMPLOYER*



## CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

I, JERRY HANNIGAN (insert name of Secretary), do hereby certify that I am the Secretary of TORO ENTERPRISES, INC. (insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (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, \_\_\_\_\_,  
SEAN CASTILLO \_\_\_\_\_ President  
TRENT ROYLE \_\_\_\_\_, Vice President and  
JERRY HANNIGAN \_\_\_\_\_, 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 31<sup>st</sup> day of August, 2022.

  
 Secretary JERRY HANNIGAN, SECRETARY

Affix Seal



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

1. NAME & LOCATION OF BUSINESS 5 store fence Palmdale CA  
 CONTACT PERSON AND PHONE NO. 818-890-0500  
 ITEM OR TYPE OF WORK PROPOSED Fence  
 PRICE OR AMOUNT \$ 848,953
2. NAME & LOCATION OF BUSINESS Ace Fence LA Pute CA  
 CONTACT PERSON AND PHONE NO. ~~626-813-6693~~ 626-333-07  
 ITEM OR TYPE OF WORK PROPOSED Fence  
 PRICE OR AMOUNT \$ 729,360.-
3. NAME & LOCATION OF BUSINESS Cross town Encinitas CA  
 CONTACT PERSON AND PHONE NO. 626-813-6693  
 ITEM OR TYPE OF WORK PROPOSED Lighting Poles  
 PRICE OR AMOUNT \$ 649,985.-
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

**SAN FERNANDO PACOIMA WASH BIKEWAY AND PEDESTRIAN PATH**  
**Federal Project No. ATPL-5202(020)**  
**Job No. 7615, Plan No. P-737**

STATE OF CALIFORNIA )  
 ) SS  
 COUNTY OF VENTURA )

\_\_\_\_\_, being first duly sworn, deposes and

says that he is SEAN CASTILLO, PRESIDENT

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

of TORO ENTERPRISES, INC.

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.

8/30/22  
 Date

TORO ENTERPRISES, INC.  
 Bidder

Authorized Signature

SEAN CASTILLO  
 Name (Print/Type)

PRESIDENT  
 Title

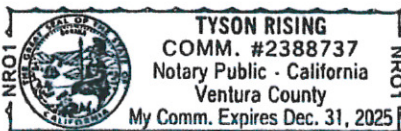
STATE OF CALIFORNIA )  
 ) SS  
 COUNTY OF Ventura )

On August 30th, 2022 before me, Tyson Rising, Notary Public  
 personally appeared Sean Castillo 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



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*THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

#### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The ☒bidder / ☐proposed subcontractor hereby certifies that he ☒has / ☐has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

### PUBLIC CONTRACT CODE

#### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder ☐has / ☐has not been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a checkmark before "has" or "has not" in one of the check boxes provided.

#### Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

☐ Yes ☒ No

If the answer is yes, explain the circumstances in the following space:

N/A

#### Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.



*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

**DEBARMENT AND SUSPENSION CERTIFICATION**  
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

N/A

Note: Providing false information may result in criminal prosecution or administrative sanctions.

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

**NONLOBBYING CERTIFICATION  
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions:

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



## DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance <div style="text-align: right; font-weight: bold;">N/A</div>	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award <div style="text-align: right; font-weight: bold;">N/A</div>	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change <div style="text-align: right; font-weight: bold;">N/A</div> <p style="font-size: small;">For Material Change Only:  year _____ quarter _____  date of last report _____</p>
<b>4. Name and Address of Reporting Entity</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <div style="text-align: right; font-weight: bold;">N/A</div> <p style="text-align: right; font-size: small;">Tier _____, if known</p> <p style="text-align: center; font-size: small;">Congressional District, if known:</p>		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> <div style="text-align: right; font-weight: bold;">N/A</div> <p style="text-align: center; font-size: small;">Congressional District, if known:</p>
<b>6. Federal Department/Agency:</b> <div style="text-align: right; font-weight: bold;">N/A</div>		<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable <div style="text-align: right; font-weight: bold;">N/A</div>
<b>8. Federal Action Number, if known:</b> <div style="text-align: right; font-weight: bold;">N/A</div>		<b>9. Award Amount, if known:</b> \$ <div style="text-align: right; font-weight: bold;">N/A</div>
<b>10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</b> <div style="text-align: right; font-weight: bold;">N/A</div> <p style="text-align: center; font-size: small;">(attach Continuation Sheet(s) if necessary)</p>		<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b> <div style="text-align: right; font-weight: bold;">N/A</div>
<b>11. Amount of Payment (check all that apply)</b> \$ <div style="text-align: right; font-weight: bold;">N/A</div> <input type="checkbox"/> Actual <input type="checkbox"/> Planned		<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify <div style="text-align: right; font-weight: bold;">N/A</div>
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <div style="text-align: right; font-weight: bold;">N/A</div> Value		
<b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b> <div style="text-align: right; font-weight: bold;">N/A</div> <p style="text-align: center; font-size: small;">(attach Continuation Sheet(s) if necessary)</p>		
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <div style="text-align: right; font-weight: bold;">N/A</div>		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		Signature: _____ Print Name: <b>SEAN CASTILLO</b> Title: <b>PRESIDENT</b> Telephone No.: <b>805-483-4515</b> Date: <b>08/31/2022</b>
<b>Federal Use Only:</b> <div style="text-align: right; font-size: small;">Authorized for Local Reproduction Standard Form – LLL</div>		



### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known (e.g., Department of Transportation, United States Coast Guard).
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



Certificate of Corporate Authority

I hereby certify that Toro Enterprises, Inc. is a duly organized and existing California corporation, which has the power to take the action called for by the following resolution.

I further certify that Sean Castillo is President, Jerry Hannigan is Secretary and Trent Royle is Vice President of Operations and all have the authority individually to execute bid bonds, bid submittals, contract documents and change orders on behalf of the corporation as stated in the minutes of the Board of Directors' Meeting of Toro Enterprises, Inc. held July 15, 2016.

In witness whereof, I have affixed by hand and seal of said corporation this 15<sup>th</sup> day of July 2016.

  
Jerry Hannigan  
Secretary

JH/rc

Equal Opportunity Employer  
PO BOX 6285, OXNARD, CA 93031  
PHONE: (805) 483-4515 FAX: (805) 483-3635



## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of San Fernando 2. Contract DBE Goal: 27%  
 3. Project Description: San Fernando Pacoima Wash Bikeway and Pedestrian Path  
 4. Project Location: 1.34 miles along the Pacoima Wash  
 5. Bidder's Name: TORO ENTERPRISES, INC. 6. Prime Certified DBE: ☐ 7. Bid Amount: \$4,835,283.60  
 8. Total Dollar Amount for ALL Subcontractors: 1,573,970.5 9. Total Number of ALL Subcontractors: 3

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
11-3 14	FURNISH & INSTALL PORTION REBAR	42683	L.A. STEEL SERVICES #951-393-2016	\$298,150
22-1 23	FURNISH & INSTALL WELDED WIRE FENCE & GATES	009140	GOLDEN BAY FENCE PLUS IRON WORKS	\$691,702.00
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	
21. Local Agency Contract Number: _____			\$987,850.5	
22. Federal-Aid Project Number: _____			20.5%	
23. Bid Opening Date: _____				
24. Contract Award Date: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
25. Local Agency Representative's Signature		26. Date	16. Preparer's Signature	17. Date
27. Local Agency Representative's Name		28. Phone	SEAN CASTILLO	805-483-4515
29. Local Agency Representative's Title			18. Preparer's Name	19. Phone
			PRESIDENT	
			20. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



1180 Olympic Dr. Ste. 108, Corona, CA  
92881  
Phone: 951-393-2016  
Fax: 951-370-1390  
Contractor's License #998917  
EIN # 47-3081534  
DIR # 1000391496

6/30/2023

### BID/OFFER

CONTRACTOR: Bidding Contractors      BID DATE: 09-01-22  
ATTENTION: Estimating      BID TIME: 11:00 AM  
PROJECT NAME: San Fernando Pacoima Bikeway and Pedestrian Path      ESTIMATE #: E22-062  
LOCATION: San Fernando

LA Steel Services, Inc. (**DBE Certified CUCP No. 42683; SBE Certified Metro File #6818 & MWD (Net Connect) #372820; SB Certified DGS #1796624**); is pleased to submit the following offer/agreement for the above referenced project, subject to the terms and conditions specified herein. Performance of this Bid/Offer shall be governed by and in compliance with the **Concrete Reinforcing Steel Institute Manual of Standard Practice**. This offer represents the full scope and intent on the part of LA Steel Services to provide services and materials to Contractor.

This bid is submitted subject to and expressly conditioned upon all of the terms and conditions set forth below.

### PLANS AND SPECIFICATIONS:

Specifications: Concrete Reinforcing 032000      Addendum: # 1-4  
Plans/Drawings: 30 Pages, Dated 08-19-22      Architect/Engineer: MLA

### PRICING CONDITIONS:

- **Prices, as quoted, will remain firm for fourteen (14) calendar days, after which time LA Steel Services reserves the right to revise this quotation. (LASS will reserve pricing with fabricator if purchaser notifies LASS within (14) days that they have listed LASS for this project.)**
- Prices / Bid items quoted are not for separate acceptance without prior approval.
- Seller reserves the right to renegotiate additional price increases, for any shipments and/or placing after the projected end of the job per timeline and schedule as outlined in the specifications at time of bid.
- LA Steel Services' price is based on detailing, fabricating, placing, and/or providing reinforcing steel, fob trucks jobsite for unloading and placing by others, on a normal five (5) day, forty (40) hour work week (all Union contract and nationally recognized holidays are observed). Performance will be based on conventional construction, timely receipt of two (2) complete printed sets of plans, specifications (in addition to CADD files) and adequate written schedules to which LA Steel Services has agreed. Contractor shall furnish design information, locations of pour joints, and construction schedules in sufficient time to allow for preparation and approval of submittals, plus seven (7) working days for fabrication and delivery. Additional lead-time will be required for special mill rolling, spirals, epoxy coating, and/or special mesh. Contract delays may result in additional cost of labor & materials.



**SCOPE OF WORK/PRICE**

LASS Pricing is for the specific items listed below only! Any other work or material requested will be at extra to contract.

BID ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
11	Retaining Wall - Installed	655	LF	\$ 420.9160	\$ 275,700.00
14	Bridge - Installed	1	LS	\$ 12,250.0000	\$ 12,250.00
20	Headwall and Wingwall - Installed	2	EA	\$ 1,200.0000	\$ 2,400.00
25	Lighting Poles - FOB trucks jobsite for unloading and placing by others.	65	EA	\$ 120.0000	\$ 7,800.00
TOTAL					\$ 298,150.00

**HOISTING/LOWERING:**

Contractor shall furnish, without charge, suitable equipment fully operated for hoisting/lowering reinforcing steel, wire mesh, etc., including unloading trucks, staging of reinforcing to points of installation (into foundations and onto elevated decks, etc....) setting of columns/cages and/or assemblies, and power placing of individual bars that LA Steel Services may require. **Contractor to provide a minimum of 24 hours of actual hook time.** (Hook time is the amount of time that the hoisting hook is actively supporting any reinforcing steel.) (Hours and/or price provided do not include hoisting/lowering for F.O.B. trucks jobsite material and/or setting of tied and stockpiled cages or mats).

LA Steel Services, Inc. to provide basic rigging which includes that which is suitable for general hoisting purposes such as unloading of deliveries, hoisting bundles to bridge deck, etc. Any and all other rigging beyond this to be provided by Contractor.

**SPECIAL NOTES:**

1. Pricing based on our ability to negotiate acceptable contract/payment terms.
2. Payment and Performance Bonds excluded.
3. Night work is excluded except by additive quote.
4. Material and labor are quoted to begin per initial agency schedule as outlined in the specs and only through April 16, 2024. Should project exceed that timeframe a signed change order for any and all escalations will be required to move forward with work after that date.
5. Pricing Includes 5 deliveries. Any additional shipments are subject to shipping fees.
6. Due to current mill shortages in the rebar market, contractor must allow ample time for scheduling of orders.
7. **Exclude all curbs, gutters, catch basins, inlets, outlets, manholes, sidewalks, driveways, and work not included in bid items.**

**SCOPE OF WORK EXCLUSIONS**

1. All testing and inspection and/or any related costs thereof other than mill test reports. (Rebar, mechanical couplers and/or welded hoop test bar samples to be provided F.O.B. trucks jobsite).
2. As-Built Drawings (Shop Drawings).
3. Plain (smooth) round bars or dowels, threaded bars, form savers, rods, sleeves, sheathing, anchors, studs, bolts (anchor & misc.), and inserts.
4. Wrapping, coating, painting and/or greasing of reinforcing steel and/or wire mesh.
5. Supplying, installing, and /or maintaining any form of rebar cap or safety device on installed reinforcing steel or reinforcing steel on the ground/stored (per latest OSHA Standards).
6. Cost of pour watchman.
7. All permits and licenses, other than city/county business licenses and State Contractor's license, required for the work.
8. Cutting, burning, cleaning, straightening and/or bending of existing steel and/or improperly placed drill and grout/bond dowels.
9. Drilling, grouting, and dry packing/placing bars in drilled holes.



10. Payment and/or Performance Bonds.
11. Furnishing and/or welding of dowels/anchors to miscellaneous steel and/or structural steel.
12. Metal tags (LA Steel Services or fabricators standard tags will be used to identify steel).
13. Any and all reinforcing steel, and/or wire mesh not shown on drawings unless specifically included in Scope of Work/Price.
14. Placing or Shop Drawings prepared, reviewed, sealed, or stamped by a licensed engineer.
15. Providing and/or laying out holes in structural steel for reinforcing bars to pass.
16. All electrical bonding and/or grounding material (i.e., welding for cathodic protection).
17. All welding.
18. Pre-stressing and/or pre-stressing materials. (Including but not limited to, any additional reinforcing steel required by any pre-stressing/post tensioning system.)
19. Masonry Steel.
20. Reinforcing for precast concrete items.
21. Reworking of any reinforcing steel and/or post-tensioned cables extending from precast piles.
22. The setting of tied and stockpiled F.O.B. Truck Jobsite cages as well as all spacer material and/or placing accessories required to position same. Reinforcing steel cages other than over-length or jobsite-built cages will be unloaded by Contractor and stockpiled at the jobsite in locations designated by Contractor. Relocation of stockpiled cages shall be Contractor's responsibility.
23. Epoxy Coated/Galvanized deformed and/or plain bars and/or wire mesh.
24. Field bending of rebar other than by additive quote.
25. The cost of reworking, rehabilitating and/or replacing reinforcing steel damaged or lost as a result of flood conditions. If storm damage should occur, responsibility for steel fully or partially in place, and for steel stored in locations designated by Contractor, shall be for Contractor's account.
26. Traffic control (lane closures, barricades, flagmen, signs, lights, etc.).
27. All site work, including but not limited to paving, sidewalks, curb and gutter, storm drain items such as catch basins, clean-outs, inlets, outlets, manholes, headwalls, collars, etc. unless specifically included in Scope of Work/Price.
28. Protection of any exposed steel after placement.
29. Overtime premiums and/or shift work.
30. Reinforcing materials for any/all underground utility structures, including duct banks, added bars at multiple conduits.
31. Reinforcing materials shown on mechanical, electrical, plumbing drawings; trim steel for openings not shown on structural drawings; trim steel for tieback openings.
32. Removal of spoils from footings and small wire clippings caused by normal reinforcing installation.
33. Removal of incidental wire clippings on any and all elements.
34. All stem-bending at pre-stressed/pre-cast beams.
35. Drilling and grouting of anything.
36. All project required safety classes, special compliance training, badging, railroad training, flagging, parking fees, down time as a result of any of the preceding and all associated costs including hourly labor costs to include 4-hour minimums.

### **GENERAL CONDITIONS**

1. Contractor's acceptance of all the terms and conditions of this Bid/Offer shall be conclusively evidenced by Contractor listing, permitting/directing performance, or signing and returning this offer.
2. LA Steel Services may begin performance of the work, pending receipt of an executed final agreement. However, should a final mutually acceptable agreement not be forthcoming, or should the terms and conditions of LA Steel Services offer be altered or modified, LA Steel Services reserves the right to immediately stop performance and Contractor agrees to indemnify LA Steel Services for all costs and loss of profit.
3. The following items, as required, are to be provided by Contractor, fully erected for use at all locations necessary without charge to LA Steel Services:
  - A. Lines, grades, supporting templates, layout, racks, ramps, ladders, sanitary facilities, trash bins, adequate lighting, and Cal-OSHA approved Heavy Duty scaffolding (per sections 1926 subpart L App. A & E), and as required, adequate electrical power and compressed air (90 PSI Min.).
  - B. Full access to all working areas for material, equipment, manpower, and level space for delivery, assembly and storage of steel, accessible to tractor-semi-trailer deliveries and within 25 feet of where materials are to be used or hoisted.
  - C. Adequate areas for staging, storage, and pre-assembly of materials.
  - D. **Level site with area for rebar to be safely offloaded from trucks.**
  - E. All guy wires, bracing, rigging, etc. to set rebar, and maintenance of such.
4. Subcontractor shall be paid monthly progress payments equal to one hundred percent (100%) of monthly billings within ten days (10) days of Contractor receiving payment from project owner for value of work completed, plus Owner approved number of materials on

- hand and/or equipment (if any) suitably stored on or off site. Contractor shall, at all times, be financially responsible to LA Steel Services for labor and material supplied pursuant to this offer. If a dispute arises between Contractor and Owner that delays receipt of payment by Contractor from Owner, unrelated to the performance of or materials supplied by Subcontractor, Contractor shall make progress and/or retention payment to Subcontractor within a reasonable time. A reasonable time for payment from Contractor to Subcontractor shall be defined as being due 45 days from Subcontractor's progress billing date.
5. Contractor shall not withhold retention greater than that being withheld by the Owner from the Contractor and shall immediately reduce retention withheld from Subcontractor, by a like percentage, when reduced to Contractor by Owner. In no event shall retention withheld by Contractor from LA Steel Services exceed the percentage withheld from Contractor by Owner. Final retention payment shall be made not later than 35 days from date LA Steel Services has completed its scope of work.
  6. No retention shall be withheld on FOB and/or tied and stockpiled material, if approved by Owner.
  7. LA Steel Services shall not be required to continue performance if, after Contractor has received payment for the properly performed work of LA Steel Services, timely payments are not made to LA Steel Services.
  8. All sums not paid when due shall bear an interest rate of 2% per month or the maximum legal rate permitted by law, whichever is greater; and all costs of collection, including a reasonable attorney's fee, shall be paid by Contractor as prescribed by Section 7108.5 of the California Business and Professions Code.
  9. No provision of this Subcontract shall serve to void LA Steel Services entitlement to payment for properly performed contract/extra work or suitably stored materials, or to void Subcontractor's right to file a lien, stop notice, and/or claim on its behalf.
  10. Neither party will have the right of set-off against the other party for any reason.
  11. If LA Steel Services is required by the Contractor to perform change order/extra work, said extra work must be authorized in writing by Contractor's Field Management personnel having apparent authority to authorize such extra work or an officer of the Contractor. Such written/executed directives from the Contractor shall constitute acceptance of financial responsibility by Contractor and a billable event upon completion of the work. **Extra/CCO shall be net 30 days regardless of being paid by owner.**
  12. No back charges or claims of the Contractor for services provided shall be valid except by an agreement in writing, agreed to between the parties prior to services being provided.
  13. Field labor called for herein is to be performed during LA Steel Services regular working hours, eight hours per day, five days a week (all Union Holidays are observed), unless required and agreed to during bid negotiations. All work performed outside of such hours shall be charged at LA Steel Services standard rates for overtime, weekend, or holiday work. LA Steel Services standard rates are per Caltrans force account rates. (Labor Surcharge % per Concrete Construction - Bridge) However, should LA Steel Services be behind the preapproved construction schedule, all overtime/premium time required to regain the construction schedule shall be for subcontractor's account.
  14. LA Steel Services will indemnify, defend and save harmless Contractor and Contractor's customer from LA Steel Services' proportionate share of liability for claims attributable to bodily injury (including death) and/or property damage (to other than the Work itself) to the extent caused by the negligence or intentional misconduct of LA Steel Services or anyone directly or indirectly employed by LA Steel Services. Subcontractor will name Contractor and Contractor's customer as additional insured on Subcontractor's insurance policies only if required to do so by the Contract Documents and only by means of Subcontractor's standard additional insured endorsement. Indemnification and insurance provided by LA Steel Services shall not extend coverage to Architects, Engineers, or other design professionals. Indemnification and insurance coverage shall be limited to Contractor and Contractor's customer only.
  15. LA Steel Services carries the following insurance coverages.  
General Liability: Carrier-A.M. Best Rated A X Non-Admitted. Form: CG2001 10/01-2001 ISO Occurrence Commercial General Liability including products. Limits: Each Occurrence \$1,000,000. General Aggregate \$2,000,000 Products/Comp Ops Aggregate \$2,000,000 Personal Injury & Advertising \$1,000,000 Medical Payments-Per Person \$5,000 Fire Legal Damage \$50,000.  
Workers Compensation: Carrier: State Compensation Insurance Fund, Statutory includes Employers Liability.  
 LS Steel Services does not carry "Cross Liability" or "Severability of Interest" clauses.
  16. Contractor shall provide LA Steel Services with copies of all contract documents applicable to LA Steel Services performance, duties, or obligations at its Headquarters Office.
  17. Subcontractor shall be provided a mutually approved construction schedule providing a reasonable time in which to make delivery of submittals, materials and/or labor to commence and complete the performance of the Subcontract.
  18. Subcontractor shall not be responsible for delays, accelerations, or defaults where occasioned by any causes beyond its control, including but not limited to: delays caused by the Owner, General Contractor, Architect and/or Engineers.
  19. Subcontractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations caused by the Contractor or others under the direct control of Contractor, and whose acts is not Subcontractor's responsibility.
  20. The Contractor shall make no demand for liquidated damages for delays in excess of the amount specified in the Contract Documents and no liquidated damages may be assessed against Subcontractor for more than its proportionate share of the amount paid by the Contractor for unexcused delays to the extent actually caused by Subcontractor.
  21. Splices in reinforcing bars and/or construction joint dowels for Contractor's convenience shall be for Contractor's account. Also splices required due to low overhead, power lines and/or deficiencies in hoisting equipment unless specifically shown on contract drawings at that particular location shall be for Contractor's account.
  22. LA Steel Services shall not be liable for repair of any damage caused by others outside the control of LA Steel Services. Approval for pouring or embedment in concrete shall constitute acceptance by Contractor of that portion of work and shall terminate LA Steel Services responsibility. Required remedial work, due to damage caused by others shall be for Contractor's account.
  23. Cost of Ironworker show-up and/or stand-by time, scheduled by Contractor, when work is not ready shall be for Contractor's account.
  24. Contractor shall furnish, without charge, templates/starter walls constructed with sufficient accuracy to support vertical reinforcing steel



- within placing tolerances specified by Owner. Templates/Starter walls shall not be double formed before reinforcing steel is installed unless prior approval has been granted.
25. Contractor shall furnish adequate parking for all LA Steel Services employees at no cost to LA Steel Services within three (3) standard blocks of the jobsite. If Contractor does not provide this parking, Contractor will pay LA Steel Services for all parking related costs including cost of vehicle parking, cost of shuttle services and travel time costs while employees are in transit unless specifically included in Scope of Work/Price or by additive quote.
  26. Contractor will provide full access to all areas of the project for at least one (1) LA Steel Services' Foreman truck to provide supplies and accessories as needed for the project.
  27. Ramps adequate to allow semi tractor-trailer deliveries of reinforcing to point of final placement shall be furnished by Contractor for all work below grade and shall be maintained in place until all work below grade is complete. If above ramps are not provided, all cost for equivalent service shall be for Contractor's account.
  28. Contractor shall furnish adequate working heavy-duty OSHA scaffolding/platforms and windscreens as required from which welding, mechanical coupling and placing of reinforcing steel can be safely performed.
  29. Contractor shall provide and secure in place all supports in tunnels and shafts, which LA Steel Services may require for supporting and placing steel.
  30. Subcontractor shall not be responsible for material replacement cost due to theft and or lost on job, when materials are scheduled by contractor and not used promptly.
  31. Contractor shall furnish approved work drawings of the temporary support system for columns, wall cages and/or any assemblies regardless of height, which the bid documents, may require. Contractor shall furnish and maintain adequate bracing, rigging, cables and guys, set all dead men required to guy vertical reinforcing, and comply with the temporary system design (Rigging includes but is not limited to chokers, shackles, spreader bars, etc....). Prior to hoisting support being removed, Contractor to inspect, approve compliance with temporary support system plan, and accept work.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**LA Steel Services**

**Contractor:**

By: Richard Rabay  
Richard Rabay

by: \_\_\_\_\_

Its: Vice President  
Title

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

9/2/22, 8:01 AM

UCP Web Application - List

[Skip to Main Content](#)[Back To Query Form \(licenseForm.htm\)](#)

# Search Returned 1 Records

Fri Sep 02 07:57:23 PDT 2022

**Query Criteria****Certification Types:** DBE**Firm ID:** 42683

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<b>Firm ID</b>	42683
<b>DBA Name</b>	LA STEEL SERVICES, INC.
<b>Firm Name</b>	LA STEEL SERVICES, INC.
<b>Address Line1</b>	1760 CALIFORNIA AVENUE
<b>Address Line2</b>	
<b>City</b>	CORONA
<b>State</b>	CA
<b>Zip Code1</b>	92881
<b>Zip Code2</b>	3397
<b>Mailing Address</b>	
<b>Line1</b>	
<b>Mailing Address</b>	
<b>Line2</b>	
<b>Mailing City</b>	
<b>Mailing State</b>	
<b>Mailing Zip</b>	
<b>Code1</b>	
<b>Mailing Zip</b>	
<b>Code2</b>	
<b>Certification</b>	
<b>Type</b>	DBE
<b>EEmail</b>	lee.albright@LAsteelservices.com
<b>Contact Name</b>	LEE ALBRIGHT
<b>Area Code</b>	951
<b>Phone Number</b>	393-2013
<b>Extension</b>	
<b>Alt Area Code</b>	951
<b>Alt Phone</b>	
<b>Number</b>	751-5048
<b>Extension</b>	
<b>Fax Area Code</b>	
<b>Fax Phone</b>	
<b>Number</b>	
<b>Agency Name</b>	LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
<b>Counties</b>	15; 19; 30; 33; 36; 37; 42; 56;
<b>Districts</b>	05; 06; 07; 08; 11; 12;
<b>DBE NAICS</b>	238110; 238120;
<b>ACDBE NAICS</b>	
<b>Work Codes</b>	C5100 CONCRETE STRUCTURE; C5201 REINFORCING STEEL;

9/2/22, 8:01 AM

UCP Web Application - List

<b>Licenses</b>	C50 Reinforcing Steel Contractor;
<b>Trucks</b>	
<b>Gender</b>	F
<b>Ethnicity</b>	CAUCASIAN
<b>Firm Type</b>	DBE

**Golden Bay Fence plus Iron Works, Inc.**

**4104 B Street Stockton CA 95207**

**1711 S. Mojave Rd. Las Vegas, NV 89104**

Contractor License #:CA 664905,NV 0083465, WA GOLDEFP830QP

**Certified: Disadvantage Business Enterprise, Small Business Enterprise and Minority Business Enterprise**

Exp. Date - 6/30/2024  
Phone: (209) 944-975

**Phone:(209)944-9754**

**FAX: (209)944-5812**

## FACSIMILE TRANSMISSION OF PROPOSAL

### Attention: Estimating

Customer Fax #:

**Company:** Contractors

**Total # Pages:**

**PROJECT: San Fernando Pacoima Wash Bikeway & Pedestrian Path**

City: San Fernando, CA 91340

**From:** Patrick Eustaquio

Date: 8/30/22

**If this facsimile transmission is incomplete please call the originator at the above Phone or FAX #.**

Bid Item	Section #	Description	Quantity	Unit Price	Total
1		F&I 6' h DM Forte V-brace Black Fence panels	5368 lf.		\$596,300.00
2		12' w DM Forte V-Brace Black manually operated double swing gates and standard hardware.	7 ea.		\$63,300.00
3		F&I 7" dia. Removeable Bollards (BlockAides, Inc) and Sleeves.	6 ea.		\$32,100.00
				<b>*Total:</b>	<b>\$691,700.00</b>

**\*Total: Includes Labor, Materials, & Applicable Sales Taxes.**

**QUALIFY:** The following qualifications apply to our bid.

**See Attachment A**

Price quoted is for new chain link fencing professionally erected in place. Terms of payment: NET CASH DUE ON COMPLETION. 2% per month finance charge shall be charged if not paid when due. All property lines and gradestakes shall be established by purchaser and shall be the sole responsibility of purchaser. Purchaser shall provide any necessary building permits and is responsible for conforming the fence to all local building code requirements. Fence is to follow existing ground line unless otherwise provided in this contract. Obstructions of every nature which in any manner interfere with the erection of the fence shall be removed by purchaser prior to commencing of fence installation. Purchaser assumes responsibility for damage to any underground water, electrical, telephone, television, gas, sewer or other utility lines. In the event legal action is necessary to enforce any provisions of this contract the prevailing party shall be entitled to reimbursement for reasonable attorney's fees and costs.

## NOTICE OF CANCELLATION

**You may cancel this transaction, without any penalty or obligation, within three business days from the above date.**

**I hereby cancel this transaction {Purchaser's Signature}:**

Date:

**Golden Bay Fence plus Iron Works, Inc. - By:**

Accepted By:

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

**{Please Print Name, then Sign and Date} Signature constitutes binding contract**

NOTE: PRICE VALID FOR 30 DAYS OR THE TIME STATED IN THE REQUEST FOR QUOTATION WHICHEVER IS GREATER.

**Certified: DBE, Cal Trans Certification #ct-009140. SBE # 0019415, & MBE -BART Certification #4065**

**Nevada Unified Certification DBE and SBE NV20531166NUCP**

**Union: Laborers Local 304, Local 872**



**GOLDEN BAY FENCE *plus* IRON WORKS, INC.**

4104 B Street  
Stockton Ca, 95206  
(209)944-9754  
FAX (209)944-5812

License Number: 664905

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**BID QUALIFICATION - ATTACHMENT "A"**

**JOB:**

1. Due to the volatility of the Steel Market, prices quoted are only good for 30 days from the date of the proposal. After 30 days price is subject to re-negotiations. If terms cannot be reached, GBF reserves the right to nullify this proposal.
2. Permits (if required) by others.
3. Traffic Control by others.
4. Clearing and Grubbing by others.
5. Demo & Disposal of existing fence post footings by others.
6. Embeds for fence posts, sonitube, and cans/post pockets/sleeves and setting of embeds/post pockets/cans/sleeves by others.
7. Mow strip/ concrete wall/flatwork and rebar by others.
8. Saw Cutting and Core Drilling by others.
9. Stamped drawings, Engineering and Calculations by others-change in design due to engineering will be considered change order work.
10. All Posts to be completed with Bobcat. Must have Access for a Cement truck.
11. Surveying/Staking by Others. Terminal and corner points shall be clearly marked, prior to arrival of our crews. Fence line location is the sole responsibility of the General Contractor.
12. Job Figured for 1 Mobilizations, please add \$2700.00 for each Remobilization.
13. On Site Underground not covered by USA to be Located by GC or Owner. GBF will not be liable for damages to un-located underground utilities.
14. Damages or repairs to landscaping, flower/planter beds, trees, shrubbery, drain lines and pipes, sprinklers and irrigation lines to be repaired by others.
15. All dirt/spoils from post holes to remain on site.
16. Hand digging of post holes (not included in price-will be change order work, if required).
17. Potholing (if required) by others.
18. Concrete mow-curb installation for new fence by others.
19. Fence & Gate Grounding by Others.
20. Cable Fence anchor install by others
21. If Caliche, rocks, hard grounds and water is encountered digging of holes will be considered a time and material or change order.
22. Scanning of post tension cables by others.
23. Plans does specify chain link fence heights for all locations.
24. All electrical work to operators and underground conduits by others.

**GOLDEN BAY FENCE IS A FULL DBE UNION CONTRACTOR**

9/2/22, 8:00 AM

UCP Web Application - List

[Skip to Main Content](#)[Back To Query Form \(licenseForm.htm\)](#)

# Search Returned 1 Records

Fri Sep 02 07:55:37 PDT 2022

**Query Criteria****Certification Types:** DBE**Firm ID:** 009140

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<b>Firm ID</b>	9140
<b>DBA Name</b>	GOLDEN BAY FENCE PLUS IRON WORKS, INC.
<b>Firm Name</b>	GOLDEN BAY FENCE PLUS IRON WORKS, INC
<b>Address Line1</b>	4104 SOUTH B STREET
<b>Address Line2</b>	
<b>City</b>	STOCKTON
<b>State</b>	CA
<b>Zip Code1</b>	95206
<b>Zip Code2</b>	
<b>Mailing Address Line1</b>	
<b>Mailing Address Line2</b>	
<b>Mailing City</b>	
<b>Mailing State</b>	
<b>Mailing Zip Code1</b>	
<b>Mailing Zip Code2</b>	
<b>Certification Type</b>	DBE
<b>EMAIL</b>	pchavez@goldenbayfence.com; ctaiviti@goldenbayfence.com
<b>Contact Name</b>	CAROLINE TAIVIT
<b>Area Code</b>	209
<b>Phone Number</b>	944-9754
<b>Extension</b>	
<b>Alt Area Code</b>	
<b>Alt Phone Number</b>	
<b>Extension</b>	
<b>Fax Area Code</b>	209
<b>Fax Phone Number</b>	944-5812
<b>Agency Name</b>	DEPARTMENT OF TRANSPORTATION
<b>Counties</b>	01; 02; 03; 04; 05; 06; 07; 09; 10; 20; 21; 24; 27; 28; 29; 31; 34; 38; 39; 40; 41; 43; 44; 48; 49; 50; 55; 58;
<b>Districts</b>	03; 04; 05; 06; 10;
<b>DBE NAICS</b>	238990; 332323; 444190;
<b>ACDBE NAICS</b>	

9/2/22, 8:00 AM

UCP Web Application - List

<b>Work Codes</b>	C0680 FENCING SUPPLIER; C8000 FENCING; D3490 FABRICATED METAL PRODUCTS;
<b>Licenses</b>	A General Engineering Contractor; B General Building Contractor; C10 Electrical Contractor; C13 Fencing Contractor; C23 Ornamental Metal Contractor;
<b>Trucks</b>	
<b>Gender</b>	M
<b>Ethnicity</b>	HISPANIC
<b>Firm Type</b>	DBE

## EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s) ATPL-5202(020) Cost Proposal Due Date 09/01/2022 PE/CE  
 Bid Opening Date 09/01/2022 CON

The City of San Fernando established a Disadvantaged Business Enterprise (DBE) goal of 27% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
TRADE JOURNAL	08/16/2022
FOCUS JOURNAL	08/16/2022

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
**PLEASE SEE ATTACHED OUTREACH LOG**		



- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
LANDSCAPING	N	TBD	TBD	TBD
TRUCKING	N	TBD	TBD	TBD
ELECTRICIAN	N	TBD	TBD	TBD
CONCRETE RETAINING WALLS	N	TBD	TBD	TBD
PRE-FABRICATED BRIDGES	N	TBD	TBD	TBD
STREET LIGHT POLES	N	TBD	TBD	TBD
STRIPING	N	TBD	TBD	TBD

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

SAND MATERIALS - Aggregate Sales, Inc - See Attached Quote - Price too high

ACE FENCE Co. - See Attached Quote - Price too high

Perimeter Security Group - See Attached Quote - Price too high

Names, addresses and phone numbers of firms selected for the work above:

L.A. STEEL SERVICES 1180 OLYMPIC DR. GLENDALE CA. 92851  
PHONE # 951-393-2016

GOLDEN BAY FENCE PLUS IRONWORKS 4104 B STREET STOCKTON CA.  
#209-944-9754

- E. Efforts (e.g., in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

**\*\*PLEASE SEE ATTACHED ADVERTISEMENT, EMAILS & CALL LOG\*\***

- F. Efforts (e.g., in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

**CALLED & OFFERED ASSISTANCE IN OBTAINING PROJECTS SPECS & PLANS.**

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
CAMPLIANCE NEWS	INTERNET 08/16/2022	TBD

- H. Any additional data to support a demonstration of good faith efforts:

**PLEASE SEE ATTACHED**



**Sand Materials & Aggregate Sales, Inc.**dba SM Sales dba 75th Street Quarry & Recycling  
17524 Sierra Hwy  
Santa Clarita, CA 91351PH. 661-252-4735  
FAX 661-299-1547

Email: quotes@smsalesinc.com

*S M Sales***Quotation**DATE: 8/30/2022  
QUOTE#: 25094  
REP: JT**CUSTOMER NAME**Toro Enterprises Inc.  
P.O. Box 6285  
Oxnard, CA 93031**DELIVERY ADDRESS**5th Street & Pacoima Wash  
San Fernando, CA

COMMODITY	MATERIAL	TAX	FREIGHT	ENV. FEE	UNIT PRICE
1" x #4 (#57)	14.50	1.49	18.36	10.00 per load	\$34.40 per ton *25 ton per load minimum for Freight.
City of San Fernando Sales Tax	10.25%				

Quarry location - 38050 75th Street East, Palmdale, CA

Quarry accepts clean\* AC and PCC.

\*- Clean means no Dirt, Grass, Leaves, Trash, or any other foreign material of any kind.

S M Sales is certified with:

The California Unified Certification Program (CUCP) as UDBE/WBE, File No. CCA-130 – UCP Firm No. 2658.

**TERMS:**

Material delivered in Truck &amp; Trailer unless otherwise requested. Deliveries in other than Truck &amp; Trailer subject to price increase.

Price is subject to an Environmental fee for each load delivered.

Buyer must provide all Preliminary Information prior to material shipment.

Quotation is for Monday through Friday (Non-holiday) normal daytime production hours, unless otherwise noted.

All accounts are due and payable before the 10th of the month following the month when the delivery was made.

All invoices are subject to late fees of 1 1/2% per month if not paid by terms.

Delivery of material to be made to the best of our ability.

All material subject to availability.

All material to be approved by the Buyer prior to shipping. It is the Buyer's responsibility to provide the Seller with Material Specifications.

If the Buyer does not provide the Seller with Material Specifications, and elects not to inspect the material before shipment is made, Seller will not be responsible for misunderstandings in product description.

Prices quoted are based on 25 ton minimum per each load. Short load charges will apply on all loads under 25 tons.

Excess loading or unloading time will be charged at hourly rates. Please call to obtain the current hourly rates.

Prices subject to change without notice unless specifically quoted otherwise.

To accept this quotation, sign on the line below and return within 30 days of the above date.

ALL MATERIALS ARE IN COMPLIANCE WITH MATERIAL SPECIFICATIONS AT THE PLANT ONLY. SM SALES TAKES NO RESPONSIBILITY FOR ANY SEGREGATION OR DEGRADATION DUE TO EXCESS HANDLING OF THE MATERIAL AT THE JOB SITE.

To accept this quotation, sign on the line below and return within 30 days of the above date:

ACCEPTED BY: \_\_\_\_\_

<b>ACE FENCE COMPANY</b> 727 GLENDORA AVENUE, LA PUENTE, CA 91744 PHONE (626) 333-0727 * FAX (626) 333-7843 CERTIFIED AS DBE/SBE/MBE/WBE FIRM, UNION COMPANY, LACMTA Pre-Qualified to Bid "Awarded Minority Contractor of the Year by the City of Los Angeles for Excellence in Quality and Services" "We Are An Equal Opportunity Employer"					
FAX QUOTE					
TO	: General Contractors	ATTN	: Estimator		
FAX #	:	DATE	: 8/31/22		
FROM	: Michael Abanilla	PAGES	: 1		
PROJECT	: San Fernando Pacoima Wash Bikeway and Pedestrian Path; Federal Project No. ATPL-5202(020), Job No. 7615, Plan No. P737 - City of San Fernando				
BID DATE	: 9/01/22 11:00 A.M.				
SPECS	: per Plans & Specs (see notes & qualifications below)		ADDENDUM: 1, 2, 3 & 4		
ITEM	DESCRIPTION	Unit	Qty	Unit Price	Amount
Proposal as follows:					
<b><u>BID SCHEDULE</u></b>					
22	Welded Wire Mesh	LF	5,658	\$ 120.00	\$ 678,960.00
23	Welded Wire Gate	EA	7	\$ 7,200.00	\$ 50,400.00
<b><u>TOTAL BID AMOUNT:</u></b>					<b><u>\$ 729,360.00</u></b>
* FENCES & GATES PER MANUFACTURER'S SPECIFICATIONS. GATES TO HAVE STANDARD HARDWARE. * CLEARING & GRUBBING, REMOVAL OF (E) FENCES, VEGETATIONS OR ANY OBSTRUCTIONS BY OTHERS. * THIS PROPOSAL IS BASED ON PAID PREVAILING WAGES AND CERTIFIED PAYROLL. * <b><u>PLEASE REFER TO NOTES &amp; EXCLUSIONS BELOW. IF YOU HAVE QUESTIONS PLEASE CALL.</u></b>					
<b><u>NOTE:</u></b> PROPOSAL IS AS A PACKAGE UNLESS DISCUSSED PRIOR TO BID. OUR PROPOSAL IS PER LINE ITEM & NOT LUMP SUM UNLESS IT STATES OTHERWISE. AWARD MUST HAPPEN WITHIN 30 DAYS. COPY OF ACE FENCE COMPANY'S BID TO BE PART OF THE FINAL CONTRACT AGREEMENT. COPY OF GENERAL'S PAYMENT & PERFORMANCE BONDS TO BE ATTACHED TO THE CONTRACT AGREEMENT.					
<b><u>EXCLUDE:</u></b> GATE LOCKS; LEVER/PANIC HARDWARE; BLOCK-OUT MATERIALS, MOWCURB, MINOR CONCRETE OR ANY CONCRETE WORKS (except for post footings); RE-BARS; DEMOLITION; CLEARING & GRUBBING; REMOVAL OF FENCES, VEGETATION OR ANY OBSTRUCTIONS; IMPORT BORROW; EXTRA SOIL FOR BACKFILL; GRADING; STAKING & LAY-OUT; ROCK DRILLING, CONCRETE SAWCUTTING, BREAKING & CORE DRILLING; PAVEMENT REPAIR & ASPHALT PATCHING; POTHOLING & LOCATING UTILITIES; MAINTENANCE OR REPAIR TO DAMAGES CAUSED BY OTHERS & TO UNMARKED UTILITIES; FENCE GROUNDING; ENGINEERING & STRUCTURAL CALCULATIONS; SURVEYS FOR ALIGNMENT & ELEVATION; INSPECTION & TESTING COST; BOND COST; SWPPP's; BMP's; ENVIRONMENTAL STEWARDSHIP; ASBESTOS & LEAD COMPLIANCE PLAN OR ANY RELATED WORKS; PERMIT & FEES; DUST CONTROL; K-RAILS; TEMP. FENCES, SAFETY RAILS & FALL PROTECTION; TRAFFIC CONTROL; FLAGMEN; LANE CLOSURE; NIGHTWORK; HAULING OF SPOILS (spoils from our excavation are to be scattered in the immediate vicinity of our work, relocation of spoils will be considered a change order)					
<b><u>INSURANCE:</u></b> GENERAL LIABILITY - \$ 1,000,000 - \$ 2,000,000 AGGREGATE; AUTOMOBILE - \$ 1,000,000; WORKMAN COMPENSATION - \$ 1,000,000. CCIP/ CCIP PROJECTS - WC's PREMIUMS ALREADY DEDUCTED, NO CREDIT WILL BE PROVIDED. ADD'L INSURANCE ARE SUBJECT TO EXTRA PREMIUMS.					
<b>LICENSE # A, B, C-13, C-29 &amp; C-31 # 996577, EXP. 9-30-2024, DIR Registration #1000004092, DBE #34153 - UNION</b> <b>SUBJECT TO ACCEPTANCE WITHIN 30 DAYS</b>					



Thank you for allowing Perimeter Security Group the opportunity to work with you on your facility's safety needs. The following statements serve as our proposal:

#### SCOPE OF WORK:

Furnish and install the welded wire fence and gates at the Pacoima Wash Bikeway and Ped Gate Project. Below are the details of our proposal.

#### PRECONSTRUCTION (price included in the items below)

- All mobilization, badging, lodging, and per diem for Certified technicians to preform below scope of work
- Provide Location specific submittal package to include product data, and CAD shop drawings and Assist Overall project Design group with Preconstruction plans and specs

#### BID ITEM #22 - WELDED WIRE FENCE: \$638,849.00

- 5658 LF – 6' Design Master Forte Welded Wire Fencing
  - 5168 LF – Fencing Posts to be set into dirt  
(Include all excavation and concrete for gate post Foundations)
  - 500 LF – Flange Mounted onto Wall  
(Include all Flange Plates and Concrete Anchor Bolts for Post Attachment to Wall)

#### BID ITEM #23 - WELDED WIRE GATE: \$ 105,594.00

- 7 Ea – 12' Clear Opening x 6' Height Dual Swing Forte Weld Wire Gate
  - 14 Ea – Gate Support Posts
  - 28 Ea – Heavy Duty Hinges
  - 7 Ea – Drop Rod Latch System

#### BID ITEM #24 - BOLLARDS: \$40,208.00

- 6 Ea – Removable Bollard  
(Includes all excavation, rebar, and concrete for bollard foundations)

#### PROJECT CLARIFICATIONS:

- PSG is a Certified Publics Works Contractor, DBE, WBE, SBE, CBE and WOSB contractor in California with a Safety EMR of .69. Call us for any addition information.
- Acknowledge 1-4 Addendums
- Price reflective of Using Plan referenced Design Master Forte Fence System
- PSG is a union contractor and includes Davis Bacon Wages.
- Price does not include any demolition of existing fence or retaining walls
- Price reflective of any concrete slopes, pads or retaining wall to be by civil contractor
- Price does not include any sleeves or core drilling for installation of fence in retaining wall.
- Price reflective of installing fence and gate in precise grade.
- Price reflective of vehicle access to fence line for installing fence.
- Price reflective of machine access for digging, setting, and pouring foundations for equipment.
- Price does not include any hydro Vac for excavation, can be added if required for a cost add.
- Price reflective of spoils from excavation disposed onsite. Off Site disposal can be provided for a cost add if Req.
- Price does not include any cost associated with digging, rock removal, forming due to excavation of boulders
- Price does not include any landscape rehab, sodding, mulching hydro seeding, asphalt patch work or striping
- Price does not include any bond fees, private utility locates, swwpp, traffic control, material testing, survey, or engineering. Can be provided for a cost add if required

Perimeter Security Group prides itself on value-engineered design to ensure meeting client's expectations and budgets. We would like the opportunity to discuss how we can be of assistance with the design, development, and implementation of your future projects. Please feel free to contact one of our perimeter security specialists with any questions that you may have.



**From: Compliance News**

<http://www.compliancencenews.com>

[info@compliancencenews.com](mailto:info@compliancencenews.com)

Tel: (800) 599-6996 Fax: (800) 200-4334

216 The Promenade N. Ste. 304, Long Beach, CA 90802

---

**To: TORO ENTERPRISES, INC.**

2101 E Ventura Blvd

Oxnard, CA 93036

Phone: 805-483-4515

Fax: 805-483-2001

**RECEIPT FOR ORDER #11361**

Published on 08-16-2022 at 04:07 PM PST

**Project Name: SAN FERNANDO PACOIMA WASH BIKEY'WAY AND PEDESTRIAN PATH**

**Contract/Bid #: Federal Project No. ATPL-5202(020) JOB NO. 7615, PLAN NO. P-737**

**Awarding Agency: CITY OF SAN FERNANDO**

**Total Amount PAID: \$70.00**

GOOD-FAITH EFFORT  
CALL LOG AND  
ADVERTISEMENT

## A. Proofs of Good Faith Effort Bid Notice Advertisements

**Publication:** Compliance News Trade Journal  
**Published On:** 08-16-2022 @ 04:07 PM PST  
**Expires On:** 09-01-2022 @ 11:00 AM PST  
**Published At:** <https://www.compliancenews.com/trade-journal-detail/1/1834>

### TRADE JOURNAL

#### TORO ENTERPRISES, INC.

is seeking certified and qualified DBE subcontractors and/or suppliers to provide LANDSCAPING, TRUCKING, CONCRETE RETAINING WALLS, PRE-FABRICATED BRIDGE, ELECTRICIAN, WELDED WIRE FENCE GATES, STREET LIGHT POLES, STRIPING MARKING



**PROJECT NAME:**  
SAN FERNANDO PACOIMA WASH BIKEY'FAY AND PEDESTRIAN PATH  
**CONTRACT #:**  
Federal Project No. ATPL-5202(020) JOB NO. 7615, PLAN NO. P-737  
**AWARDING AGENCY:**  
CITY OF SAN FERNANDO  
**PROJECT LOCATION:**  
FOURTH STREET (BRADLEY AVE.) TO EIGHTH STREET (EIGHTH ST.  
NATURAL PARK), SAN FERNANDO, CA, 90005  
**DUE DATE:**  
09-01-2022 at 11:00 AM

**OUTREACH COORDINATOR:**

TYSON RISING

**TELEPHONE:**

805-483-4515

**FAX:**

805-483-2001

**ADDRESS:**

2101 E Ventura Blvd Oxnard, CA, 93036

**EMAIL:**

[estimating@toroenterprises.com](mailto:estimating@toroenterprises.com)

#### PROJECT DETAILS:

We are an Equal Opportunity Employer. If you are planning to bid this project, we encourage your participation and welcome your bid.  
All qualified bidders will receive consideration without regard to race, color, religion, sex or national origin. Plans & specs available through the link below

<https://we.tl/t-x9zH3wwiaN>



The TORO ENTERPRISES, INC. Good Faith Effort advertisement has been published in both the Compliance News Internet and Hard-Copy publications (located online at: <http://www.compliancecnews.com>). The undersigned declares: I am over the age of 18 years and a citizen of the United States of America. I am the principal publisher of the Compliance News Trade and Focus Journal in the United States of America. The notice a true copy of which is attached was published on 08-16-2022 at 04:07 PM PST. I declare under penalty of perjury that the foregoing is true and correct.



J.H. Sprague

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**Publication:** Compliance News Focus Journal  
**Published On:** 08-16-2022 @ 04:07 PM PST  
**Expires On:** 09-01-2022 @ 11:00 AM PST  
**Published At:** <https://www.compliancencenews.com/focus-journal/1834>

## FOCUS JOURNAL



### TORO ENTERPRISES, INC.

is seeking certified and qualified DBE subcontractors and/or suppliers to provide LANDSCAPING, TRUCKING, CONCRETE RETAINING WALLS, PRE-FABRICATED BRIDGE, ELECTRICIAN, WELDED WIRE FENCE GATES, STREET LIGHT POLES, STRIPING MARKING

#### PROJECT NAME:

SAN FERNANDO PACOIMA WASH BIKEY'FAY AND PEDESTRIAN PATH

#### CONTRACT #:

Federal Project No. ATPL-5202(020) JOB NO. 7615, PLAN NO. P-737

#### AWARDING AGENCY:

CITY OF SAN FERNANDO

#### PROJECT LOCATION:

FOURTH STREET (BRADLEY AVE.) TO EIGHTH STREET (EIGHTH ST. NATURAL PARK), SAN FERNANDO, CA, 90005

#### DUE DATE:

09-01-2022 at 11:00 AM

#### OUTREACH COORDINATOR:

TYSON RISING

#### TELEPHONE:

805-483-4515

#### Fax:

805-483-2001

#### ADDRESS:

2101 E Ventura Blvd Oxnard, CA, 93036

#### EMAIL:

[estimating@toroenterprises.com](mailto:estimating@toroenterprises.com)

#### PROJECT DETAILS:

We are an Equal Opportunity Employer. If you are planning to bid this project, we encourage your participation and welcome your bid. All qualified bidders will receive consideration without regard to race, color, religion, sex or national origin. Plans & specs available through the link below

<https://we.tl/t-x9zH3wwiaN>

The TORO ENTERPRISES, INC. Good Faith Effort advertisement has been published in both the Compliance News Internet and Hard-Copy publications (located online at: <http://www.compliancencnews.com>). The undersigned declares: I am over the age of 18 years and a citizen of the United States of America. I am the principal publisher of the Compliance News Trade and Focus Journal in the United States of America. The notice a true copy of which is attached was published on 08-16-2022 at 04:07 PM PST. I declare under penalty of perjury that the foregoing is true and correct.



J.H. Sprague

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**B. Awarding Department Contact Instructions**

Many Good Faith Efforts may require the bidding contractor to CALL the awarding department or owner and talk with their Outreach coordinator.

SEE YOUR CONTRACT DOCUMENTS FOR THIS TELEPHONE NUMBER. Call it and record the result below.

Awarding Department Contact Action :

TORO ENTERPRISES, INC. contacted the awarding department issuing this contract at (tel number) \_\_\_\_\_ at (time) \_\_\_\_\_ on (date) \_\_\_\_\_ and discussed the Good-Faith Effort with (Awarding Department Contact) \_\_\_\_\_

Remarks: (left message, etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone call was made by Prime Contractor Rep. \_\_\_\_\_  
(Name/Signature)

**C. Federal, State, & Local Agency Databases Accessed**

---

Federal Agency: System for Award Management (SAM) at <https://www.sam.gov/SAM/> at 04:07 PM PST on 08-16-2022

Federal Agency: SBA PRO-Net Database <https://pro-net.sba.gov/textonly/pro-net/search.html> at 04:07 PM PST on 08-16-2022

State Agency: Department of General Services (DGS) Cal eProcure at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx> at 04:07 PM PST on 08-16-2022

State Agency: California's Unified Certification Program (CUCP) at <https://ucp.dot.ca.gov/licenseForm.htm> at 04:07 PM PST on 08-16-2022

State Agency: B2Gnow powered California Unified Certification Program at <https://californiaucp.dbesystem.com> at 04:07 PM PST on 08-16-2022

Referral Organization: Compliance News at <http://www.compliancenews.com> at 04:07 PM PST on 08-16-2022



**D. Summary of Firms Sent Bid Invitations**

---

**Company Name:** AS TWINZ TRUCKING  
**Address:** 1113 LUCAS ST. , SAN FERNANDO, CA, USA, 91340  
**Phone:** 8185713703  
**Fax:** 8183653029  
**Email:** osornia1234@gmail.com  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING, C9605 FLAT BED TRUCKING, C9774 TRUCKER

**Date/s-Time/s Solicited by Phone:** 2:46pm 8/31/22 Voicemail  
**Person Contacted and Comments for Solicitation :** called back sending email

---

**Company Name:** RANGEL BROTHERS TRUCKING  
**Address:** 12580 FOOTHILL BLVD , SYLMAR, CA, USA, 91342  
**Phone:** 8182665179  
**Fax:** 8186986550  
**Email:** yrangeltrk@yahoo.com  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING, C9605 FLAT BED TRUCKING, C9774 TRUCKER

**Date/s-Time/s Solicited by Phone:** 2:48pm 8/31/22 Send email  
**Person Contacted and Comments for Solicitation :** Giovanni

---

**Company Name:** ARRIZON BROS. TRUCKING  
**Address:** 823 N. ALEXANDER STREET , SAN FERNANDO, CA, USA, 91340  
**Phone:** 8186345611  
**Fax:** 8188381992  
**Email:** arrizonbrostrucking@yahoo.com  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING

**Date/s-Time/s Solicited by Phone:** 2:49pm 8/31/22 No bid  
**Person Contacted and Comments for Solicitation :**

---

**Company Name:** VASQUEZ & SONS TRUCKING  
**Address:** 13464 CORNELLEUS STREET , PACOIMA, CA, USA, 91331  
**Phone:** 8182663027  
**Fax:** Not Available  
**Email:** felicitov@gmail.com  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING

**Date/s-Time/s Solicited by Phone:** 2:50pm 8/31/22 Voicemail  
**Person Contacted and Comments for Solicitation :**

---

**Company Name:** BREAD & WATER LANDSCAPE LLC  
**Address:** 13283 JUDD STREET , PACOIMA, CA, USA, 91331.  
**Phone:** 8182986592  
**Fax:** Not Available  
**Email:** JOSE.PANIAGUA28@YAHOO.COM  
**Work Categories:** C9830 WALL COVERING, C9867 LANDSCAPING CONTRACTOR

Date/s-Time/s Solicited by Phone: 2:52pm 8/31/22

Person Contacted and Comments for Solicitation : Number is no good

**Company Name:** LS TRANSPORTATION, INC  
**Address:** 14146 LOUVRE STREET , ARLETA, CA, USA, 91341  
**Phone:** 8183832678  
**Fax:** Not Available  
**Email:** lsmiranda5@yahoo.com  
**Work Categories:** B1440 SAND & GRAVEL, C9602 BOTTOM DUMP TRUCKING

Date/s-Time/s Solicited by Phone: 2:53pm 8/31/22 Voicemail

Person Contacted and Comments for Solicitation :

**Company Name:** CESAR MAGALLANES  
**Address:** 13422 POLK STREET , SYLMAR, CA, USA, 91342  
**Phone:** 8183001460  
**Fax:** Not Available  
**Email:** cesarpbuilt@yahoo.com  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING, C9605 FLAT BED TRUCKING, C9774 TRUCKER

Date/s-Time/s Solicited by Phone: 2:54pm 8/31/22 Voicemail

Person Contacted and Comments for Solicitation :

**Company Name:** RAYMUNDO & SONS TRUCKING INC.  
**Address:** 8600 SHARP AVENUE , SUN VALLEY, CA, USA, 91352  
**Phone:** 8183811041  
**Fax:** Not Available  
**Email:** RAYMUNDOTRUCKING@GMAIL.COM  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING

Date/s-Time/s Solicited by Phone: 2:55pm 8/31/22 Voicemail

Person Contacted and Comments for Solicitation :

**Company Name:** LANDSCAPE SUPPORT SERVICES, INC  
**Address:** 12610 SATICOY STREET SOUTH , NORTH HOLLYWOOD, CA, USA, 91605  
**Phone:** 8184750680  
**Fax:** 6615540109  
**Email:** ssturn@lsscorp.com  
**Work Categories:** A0780 LANDSCAPE & HORTICULTURAL SERVICES, A0781 Landscaping, Tree Services, C0621 LANDSCAPING MATERIAL SUPPLIER, C1901 ROADWAY EXCAVATION, C1910 GRADING, C1925 SHAPED BEDDING, C2000 HIGHWAY PLANTING, C2020 SOIL AMENDMENTS, C2021 HYDROSEEDING, C2030 EROSION CONTROL, C2065 IRRIGATION SYSTEM, C2066 TEMPORARY EROSION CONTROL, C8320 METAL BEAM GUARD RAILING, C9867 LANDSCAPING CONTRACTOR

Date/s-Time/s Solicited by Phone: 2:57pm 8/31/22 Voicemail

Person Contacted and Comments for Solicitation :

**Company Name:** CASTILLO TRUCKING SERVICE  
**Address:** 7526 IRVINE AVE. , NORTH HOLLYWOOD, CA, USA, 91605

**Phone:** 8187644603  
**Fax:** Not Available  
**Email:** Not Available  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING, C9605 FLAT BED TRUCKING, C9774 TRUCKER

**Date/s-Time/s Solicited by Phone:** 2:58pm 8/31/22 Voicemail  
**Person Contacted and Comments for Solicitation :**

---

**Company Name:** MCJ TRUCKING  
**Address:** 8417 GRENOBLE STREET , SUNLAND, CA, USA, 91040  
**Phone:** 8189513618  
**Fax:** Not Available  
**Email:** Not Available  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING, C9774 TRUCKER

**Date/s-Time/s Solicited by Phone:** 2:59pm 8/31/22  
**Person Contacted and Comments for Solicitation :** Number is no good

---

**Company Name:** FORTINO TRUCKING  
**Address:** 6612 ENSIGN AVENUE , NORTH HOLLYWOOD, CA, USA, 91606  
**Phone:** 8187637054  
**Fax:** 8187524872  
**Email:** Not Available  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING

**Date/s-Time/s Solicited by Phone:** 3:00pm 8/31/22 Voicemail  
**Person Contacted and Comments for Solicitation :**

---

**Company Name:** SM SALES, 75TH STREET QUARRY & RECYCLING  
**Address:** 17524 W. SIERRA HIGHWAY , SANTA CLARITA, CA, USA, 91351  
**Phone:** 6612524735  
**Fax:** 6612991547  
**Email:** jpusic@smsalesinc.com  
**Work Categories:** C0625 SAND & GRAVEL SUPPLIER, C0639 ASPHALT SUPPLIER, C0651 CONCRETE & CEMENT SUPPLIER, C9602 BOTTOM DUMP TRUCKING, C9771 TRUCK BROKER

**Date/s-Time/s Solicited by Phone:** 3:01pm 8/31/22 Sent price on 8/30/22  
**Person Contacted and Comments for Solicitation :**

---

**Company Name:** FAR EAST LANDSCAPE & MAINTENANCE, INC.  
**Address:** 27118 COLEBROOK PLACE , VALENCIA, CA, USA, 91395  
**Phone:** 6612970918  
**Fax:** 6612976282  
**Email:** fareastmoon1@yahoo.com  
**Work Categories:** C9867 LANDSCAPING CONTRACTOR

**Date/s-Time/s Solicited by Phone:** 3:06pm 8/31/22  
**Person Contacted and Comments for Solicitation :** Number is No good

---

**Company Name:** MIRANDA LOGISTICS ENTERPRISE, INC.  
**Address:** 2202 S. FIGUEROA ST. #437 , LOS ANGELES, CA, USA, 90007  
**Phone:** 4248003831  
**Fax:** 4248003831  
**Email:** miranda@miranda-logistics.com  
**Work Categories:** A0710 SOIL PREPARATION SERVICES, C0625 SAND & GRAVEL SUPPLIER, C1901 ROADWAY EXCAVATION, C1910 GRADING, C1920 STRUCTURE EXCAVATION, C1930 STRUCTURE BACKFILL, C1940 DITCHES EXCAVATION, C2501 AGGREGATE SUBBASE, C2602 AGGREGATE BASE, C4101 PAVEMENT SUBSEALING & JACKING, C9602 BOTTOM DUMP TRUCKING, C9604 SUPER 10 DUMP TRUCK, C9605 FLAT BED TRUCKING, C9607 END DUMP TRUCK, C9633 HAZARDOUS WASTE TRUCKING, C9771 TRUCK BROKER, C9774 TRUCKER, E4730 FREIGHT TRANSPORTATION ARRANGEMENT, E4953 WASTE COLLECTION AND DISPOSAL, E4954 HAZARDOUS WASTE COLLECTION AND DISPOSAL, G1003 WHOLESALE TRADE AGENTS AND BROKERS

**Date/s-Time/s Solicited by Phone:** 3:07pm 8/31/22 sending email to Estimator  
**Person Contacted and Comments for Solicitation :**

---

**Company Name:** R.B.E. TRUCKING  
**Address:** 6563 S. VAN NESS , LOS ANGELES, CA, USA, 90047  
**Phone:** 3237512847  
**Fax:** 3237512847  
**Email:** Not Available  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING, C9605 FLAT BED TRUCKING, C9774 TRUCKER

**Date/s-Time/s Solicited by Phone:** 3:08pm 8/31/22 Voicemail  
**Person Contacted and Comments for Solicitation :**

---

**Company Name:** E. JASPER WRKG. (DEMO) & TRKG  
**Address:** 9328 S. VERMONT AVE. , LOS ANGELES, CA, USA, 90044  
**Phone:** 3237549877  
**Fax:** 3237548558  
**Email:** Not Available  
**Work Categories:** C1601 CLEARING & GRUBBING, C1901 ROADWAY EXCAVATION, C1920 STRUCTURE EXCAVATION, C1930 STRUCTURE BACKFILL, C1940 DITCHES EXCAVATION, C9602 BOTTOM DUMP TRUCKING, C9605 FLAT BED TRUCKING, C9774 TRUCKER, C9980 DEMOLITION

**Date/s-Time/s Solicited by Phone:** 3:10pm 8/31/22 Voicemail  
**Person Contacted and Comments for Solicitation :**

---

**Company Name:** J. A. CADDELL TRUCKING  
**Address:** 8323 S. SAN PEDRO STREET , LOS ANGELES, CA, USA, 90003  
**Phone:** 3237509944  
**Fax:** 3237511844  
**Email:** ynotsbiz@sbcglobal.net  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING

**Date/s-Time/s Solicited by Phone:** 3:12pm 8/31/22 Voicemail  
**Person Contacted and Comments for Solicitation :**

---

**Company Name:** MONZON & SON ENTERPRISES, INC.  
**Address:** 2880 NORTON AVE , LYNWOOD, CA, USA, 90262  
**Phone:** 3236228984  
**Fax:** 3236228984

**Email:** kelvinmonzon@WeTruckItAll.com  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING, C9604 SUPER 10 DUMP TRUCK, C9605 FLAT BED TRUCKING, C9607 END DUMP TRUCK, C9774 TRUCKER

**Date/s-Time/s Solicited by Phone:** 3:15pm 8/31/22 Voicemail

**Person Contacted and Comments for Solicitation :**

**Company Name:** ANYTIME TRUCKING  
**Address:** 1820 W. CARSON ST. #202-311, TORRANCE, CA, USA, 90501  
**Phone:** 4244882261  
**Fax:** 3108477002  
**Email:** info@anytimedumping.com  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING, C9605 FLAT BED TRUCKING, C9774 TRUCKER

**Date/s-Time/s Solicited by Phone:** 3:17pm 8/31/22 No bid

**Person Contacted and Comments for Solicitation :** Talked with Bobby

**Company Name:** GREENCOAST LANDSCAPES INC.  
**Address:** 706 ALOSTA DR., CAMARILLO, CA, USA, 93010  
**Phone:** 8054271737  
**Fax:** Not Available  
**Email:** jessica@greencoastlandscapes.com  
**Work Categories:** A0781 Landscaping, Tree Services, landscaping, tree service

**Date/s-Time/s Solicited by Phone:** 3:18pm 8/31/22 Voicemail

**Person Contacted and Comments for Solicitation :**

**Company Name:** BITECH CONSTRUCTION CO., INC.  
**Address:** 7371 WALNUT AVENUE, BUENA PARK, CA, USA, 90620  
**Phone:** 7145211477  
**Fax:** 7145211479  
**Email:** bitechconstruction@gmail.com  
**Work Categories:** C5100 CONCRETE STRUCTURE, C9801 BUILDING CONSTRUCTION, C9829 RETAINER WALLS, 91223-Construction General (Digging, Ditching, Road Grading, Rock Stabilization, etc.), 91226-Construction, Hike and Bike Trail, 91227-Construction, Irrigation System, 91273-Paver Block Installation, 91276-Striping Streets, Parking Facilities, Lane Divisions, etc. (Paint), 91310-Construction: Airport Roadway, Runway and Taxiway, 91313-CONSTRUCTION, BRIDGE (INCL. RECONSTRUCTION/REHABIL), 91319-Construction, Curb and Gutter (Includes Maintenance, Repair, and Removal), 91327-Construction, Highway and Road, 91336-Construction, Parking Lot and Alley, 91345-CONSTRUCTION, SEWER AND STORM DRAIN, 91347-CONSTRUCTION, SIDEWALK AND DRIVEWAY (INCL. PEDESTAL), 91350-Construction, Street (Major and Residential) (Includes Reconstruction), 91356-Construction, Utility/Underground Projects, 91357-Construction, Vaulted Sidewalk, 91360-CONSTRUCTION, WATER SYSTEM, MAIN AND SERVICE LINE, 91366-Maintenance and Repair, Bridges, 91367-Maintenance, and Operation of Drawbridges, 91371-MAINTENANCE AND REPAIR, HIGHWAY AND ROAD, 91375-MAINTENANCE AND REPAIR, PARKING LOT AND ALLEY, 91381-MAINTENANCE AND REPAIR, 91382-MAINTENANCE AND REPAIR, SIDEWALK AND DRIVEWAY, 91384-MAINTENANCE AND REPAIR, STREET (MAJOR AND RESIDENT), 91394-Paving/Resurfacing, Alley and Parking Lot, 91395-Paving/Resurfacing, 91396-Paving/Resurfacing, Street (Major and Residential), driveway, etc., Hardscape, Maintenance, landscaping, grading, structure, concrete, asphalt

**Date/s-Time/s Solicited by Phone:** 3:20pm 8/31/22 Voicemail

**Person Contacted and Comments for Solicitation :**

**Company Name:** DV CONSTRUCTION & LANDSCAPING INC.  
**Address:** 12641 HOOVER STREET, GARDEN GROVE, CA, USA, 92841  
**Phone:** 8324197993



**Fax:** Not Available  
**Email:** hoa.w.vo@gmail.com  
**Work Categories:** C1601 CLEARING & GRUBBING, C2065 IRRIGATION SYSTEM, C9867 LANDSCAPING CONTRACTOR, E4970 IRRIGATION SYSTEMS

**Date/s-Time/s Solicited by Phone:** 3:22 pm 8/31/22  
**Person Contacted and Comments for Solicitation :** Number No good

---

**Company Name:** RIVERA TRUCKING, LLC  
**Address:** 12645 WELLS PLACE , CHINO, CA, USA, 91710  
**Phone:** 9512125619  
**Fax:** 9096147073  
**Email:** riveratrkg@aol.com  
**Work Categories:** C9602 BOTTOM DUMP TRUCKING, C9605 FLAT BED TRUCKING, C9771 TRUCK BROKER, C9774 TRUCKER, 07051-TRUCKS (OVER ONE TON CAPACITY), 07054-TRUCKS, DIESEL (ALL CAPACITIES), 10031-HAZARDOUS MATERIAL CONTAINMENT/STORAGE (PETROLEUM), 10037-LABELS, HAZARDOUS MATERIAL CONTAINER, 34505-ASBESTOS ABATEMENT EQUIPMENT AND SUPPLIES, 90682-SOLID WASTES, DISPOSAL SYSTEMS, 92645-HAZARDOUS MATERIAL AND WASTE SERVICES, 94638-Customs Brokerage Services

**Date/s-Time/s Solicited by Phone:** 3:23 pm 8/31/22 Voicemail  
**Person Contacted and Comments for Solicitation :**

---

**Company Name:** DAVID'S TREE SERVICE  
**Address:** 19051 GOTHARD ST. , HUNTINGTON BEACH, CA, USA, 92648  
**Phone:** 7148426345  
**Fax:** 7148420135  
**Email:** info@davidstreeservice.com  
**Work Categories:** A0781 Landscaping, Tree Services, C0624 PETROLEUM, OIL, LUBRICANTS SUPPLIER

**Date/s-Time/s Solicited by Phone:** 3:24 pm 8/31/22 No bid  
**Person Contacted and Comments for Solicitation :**

---

**Company Name:** SIRIAS TRUCKING  
**Address:** 15417 IRIS DRIVE , FONTANA, CA, USA, 92335  
**Phone:** 8184022238  
**Fax:** Not Available  
**Email:** JoseMoralesTrucking@yahoo.com  
**Work Categories:** C9607 END DUMP TRUCK , C9633 HAZARDOUS WASTE TRUCKING, C9771 TRUCK BROKER, C9774 TRUCKER

**Date/s-Time/s Solicited by Phone:** 3:25 pm 8/31/22 jmerales@siriastrucking.com  
**Person Contacted and Comments for Solicitation :** Sending email

---

**Company Name:** CONTERA CONSTRUCTION CORP.  
**Address:** 28545 OLD TOWN FRONT ST., SUITE 201 , TEMECULA, CA, USA, 92590  
**Phone:** 9516952800  
**Fax:** 9516952801  
**Email:** dick@varelacompanies.com  
**Work Categories:** C1901 ROADWAY EXCAVATION, C1910 GRADING, C1920 STRUCTURE EXCAVATION, C1930 STRUCTURE BACKFILL, C1940 DITCHES EXCAVATION, C1970 EMBANKMENT CONSTRUCTION, C1980 IMPORTED BORROW, C2501 AGGREGATE SUBBASE, C2602 AGGREGATE BASE, C9602 BOTTOM DUMP TRUCKING, C9606 WATER TRUCK , C9607 END DUMP TRUCK , C9670 TRUCK RENTAL, C9771 TRUCK BROKER, C9774 TRUCKER, E4730 FREIGHT TRANSPORTATION ARRANGEMENT, I7350 MISC EQUIPMENT RENTAL & LEASING

Date/s-Time/s Solicited by Phone: 3:28pm 8/31/22 No bid  
Person Contacted and Comments for Solicitation : Talked with Jamie

---

Company Name: SINGH GROUP, INC.  
Address: 1308 DESCANSO AVE. , SAN MARCOS, CA, USA, 92069  
Phone: 7602135462  
Fax: 7607983096  
Email: adolf@sgiwebsite.com  
Work Categories: A0780 LANDSCAPE & HORTICULTURAL SERVICES, A0781 Landscaping, Tree Services, C9903 CONSTRUCTION CLEAN UP, I7340 SERVICES TO BUILDINGS, I7341 JANITORIAL SERVICES, I8990 SERVICES, NEC

Date/s-Time/s Solicited by Phone: 3:29pm 8/31/22 Voicemail  
Person Contacted and Comments for Solicitation :

---

Company Name: POTTER ENTERPRISES LMS  
Address: 201 S. BROADWAY STREET, STE. 123 , ORCUTT, CA, USA, 93455  
Phone: 8054788759  
Fax: 8056238170  
Email: butch@pelms.us  
Work Categories: C1910 GRADING, C2065 IRRIGATION SYSTEM, C5100 CONCRETE STRUCTURE, construction, pavement demo, landscaping, trenching, grading, excavation, pave, industrial, building, roads, pavement, paving, dirtwork, earthwork

Date/s-Time/s Solicited by Phone: 3:30pm 8/31/22 Voicemail  
Person Contacted and Comments for Solicitation :

---

Company Name: DISABLED AMERICAN VETERAN ENTERPRISES TRUCKING & SWEEPING, I  
Address: 5633 N. FIGARDEN DR #109 , FRESNO, CA, USA, 93722  
Phone: 5593705756  
Fax: 5593746470  
Email: DAVEtrucksweep@gmail.com  
Work Categories: C0625 SAND & GRAVEL SUPPLIER, C0639 ASPHALT SUPPLIER, C0652 REINFORCING BAR SECTION SUPPLIER, C0655 STEEL SUPPLIER, C0657 LUMBER SUPPLIER, C0670 PIPE SUPPLIER, C0671 Draining Systems Supplier, C0672 Storm Water Systems Supplier, C0683 GUARD RAILINGS & BARRIERS SUPPLIER, C9602 BOTTOM DUMP TRUCKING, C9603 TRANSFER DUMP TRUCK, C9604 SUPER 10 DUMP TRUCK, C9605 FLAT BED TRUCKING, C9606 WATER TRUCK, C9607 END DUMP TRUCK, C9608 ASPHALT OIL TANKERS, C9609 STREET SWEEPING TRUCK, C9774 TRUCKER, F5170 PETROLEUM & PETROLEUM PRODUCTS,

Date/s-Time/s Solicited by Phone: 3:31pm 8/31/22 No bid  
Person Contacted and Comments for Solicitation :

**E. Proofs of Email Bid Invitations**

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Attn: AS TWINZ TRUCKING  
1113 LUCAS ST.  
SAN FERNANDO, CA, 91340

**INVITATION TO BID**

TORO ENTERPRISES, INC. is seeking certified and qualified DBE subcontractors and/or suppliers for:

PROJECT NAME: SAN FERNANDO PACOIMA WASH BIKEY'fAY AND PEDESTRIAN PATH

AWARDING AGENCY: CITY OF SAN FERNANDO

CONTRACT #: Federal Project No. ATPL-5202(020) JOB NO. 7615, PLAN NO. P-737

LOCATION: SAN FERNANDO, California, 90005

DUE DATE: 09-01-2022 at 11:00 AM

Quotes are needed for:

LANDSCAPING, TRUCKING, CONCRETE RETAINING WALLS, PRE-FABRICATED BRIDGE, ELECTRICIAN, WELDED WIRE FENCE GATES, STREET LIGHT POLES, STRIPING MARKING

See the entire bid invitation at: <https://www.compliancenews.com/trade-journal-detail/1/1834>

LET US KNOW IF YOU PLAN TO BID

Email: [estimating@toroenterprises.com](mailto:estimating@toroenterprises.com)  
Tel: 805-483-4515  
Fax: 805-483-2001

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**Attn: RANGEL BROTHERS TRUCKING**  
**12580 FOOTHILL BLVD**  
**SYLMAR, CA, 91342**

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**Attn: ARRIZON BROS. TRUCKING**  
**823 N. ALEXANDER STREET**  
**SAN FERNANDO, CA, 91340**

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**Attn: VASQUEZ & SONS TRUCKING**  
**13464 CORNELLEUS STREET**  
**PACOIMA, CA, 91331**

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**Attn: BREAD & WATER LANDSCAPE LLC**  
**13283 JUDD STREET**  
**PACOIMA, CA, 91331**

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**Attn: LS TRANSPORTATION, INC**  
**14146 LOUVRE STREET**  
**ARLETA, CA, 91341**

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**Attn: CESAR MAGALLANES**  
**13422 POLK STREET**  
**SYLMAR, CA, 91342**

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Attn: RAYMUNDO & SONS TRUCKING INC.  
8600 SHARP AVENUE  
SUN VALLEY, CA, 91352

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**Attn: LANDSCAPE SUPPORT SERVICES, INC**  
**12610 SATICOY STREET SOUTH**  
**NORTH HOLLYWOOD, CA, 91605**

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**Attn: CASTILLO TRUCKING SERVICE**  
**7526 IRVINE AVE.**  
**NORTH HOLLYWOOD, CA, 91605**

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**Attn: MCJ TRUCKING**  
**8417 GRENOBLE STREET**  
**SUNLAND, CA, 91040**

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**Attn: FORTINO TRUCKING**  
**6612 ENSIGN AVENUE**  
**NORTH HOLLYWOOD, CA, 91606**

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**CONTRACT #: Federal Project No. ATPL-5202(020) JOB NO. 7615, PLAN NO. P-737**

**LOCATION: SAN FERNANDO, California, 90005**

**DUE DATE: 09-01-2022 at 11:00 AM**

Quotes are needed for:

**LANDSCAPING, TRUCKING, CONCRETE RETAINING WALLS, PRE-FABRICATED BRIDGE, ELECTRICIAN, WELDED WIRE FENCE GATES, STREET LIGHT POLES, STRIPING MARKING**

See the entire bid invitation at: <https://www.compliancenews.com/trade-journal-detail/1/1834>

**LET US KNOW IF YOU PLAN TO BID**

Email: [estimating@toroenterprises.com](mailto:estimating@toroenterprises.com)

Tel: 805-483-4515

Fax: 805-483-2001

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Attn: SM SALES, 75TH STREET QUARRY & RECYCLING  
17524 W. SIERRA HIGHWAY  
SANTA CLARITA, CA, 91351

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Attn: FAR EAST LANDSCAPE & MAINTENANCE, INC.  
27118 COLEBROOK PLACE  
VALENCIA, CA, 91395

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**Attn: MIRANDA LOGISTICS ENTERPRISE, INC.**  
**2202 S. FIGUEROA ST. #437**  
**LOS ANGELES, CA, 90007**

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**Attn: R.B.E. TRUCKING**  
**6563 S. VAN NESS**  
**LOS ANGELES, CA, 90047**

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**Attn: E. JASPER WRKG. (DEMO) & TRKG**  
**9328 S. VERMONT AVE.**  
**LOS ANGELES, CA, 90044**

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**Attn: J. A. CADDELL TRUCKING**  
**8323 S. SAN PEDRO STREET**  
**LOS ANGELES, CA, 90003**

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**Attn: MONZON & SON ENTERPRISES, INC.**  
**2880 NORTON AVE**  
**LYNWOOD, CA, 90262**

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**Attn: ANYTIME TRUCKING**  
**1820 W. CARSON ST. #202-311**  
**TORRANCE, CA, 90501**

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**Attn: GREENCOAST LANDSCAPES INC.**  
**706 ALOSTA DR.**  
**CAMARILLO, CA, 93010**

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**Attn: BITECH CONSTRUCTION CO., INC.**  
**7371 WALNUT AVENUE**  
**BUENA PARK, CA, 90620**

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**Attn: DV CONSTRUCTION & LANDSCAPING INC.**  
**12641 HOOVER STREET**  
**GARDEN GROVE, CA, 92841**

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Attn: RIVERA TRUCKING, LLC  
12645 WELLS PLACE  
CHINO, CA, 91710

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**Attn: DAVID'S TREE SERVICE**  
**19051 GOTHARD ST.**  
**HUNTINGTON BEACH, CA, 92648**

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**Attn: SIRIAS TRUCKING**  
**15417 IRIS DRIVE**  
**FONTANA, CA, 92335**

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**Attn: CONTERA CONSTRUCTION CORP.**  
**28545 OLD TOWN FRONT ST., SUITE 201**  
**TEMECULA, CA, 92590**

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**Attn: SINGH GROUP, INC.**  
**1308 DESCANSO AVE.**  
**SAN MARCOS, CA, 92069**

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**AWARDING AGENCY: CITY OF SAN FERNANDO**

**CONTRACT #: Federal Project No. ATPL-5202(020) JOB NO. 7615, PLAN NO. P-737**

**LOCATION: SAN FERNANDO, California, 90005**

**DUE DATE: 09-01-2022 at 11:00 AM**

Quotes are needed for:

**LANDSCAPING, TRUCKING, CONCRETE RETAINING WALLS, PRE-FABRICATED BRIDGE, ELECTRICIAN, WELDED WIRE FENCE GATES, STREET LIGHT POLES, STRIPING MARKING**

See the entire bid invitation at: <https://www.compliancenews.com/trade-journal-detail/1/1834>

**LET US KNOW IF YOU PLAN TO BID**

Email: [estimating@toroenterprises.com](mailto:estimating@toroenterprises.com)

Tel: 805-483-4515

Fax: 805-483-2001

TORO ENTERPRISES, INC. is an Equal Opportunity Employer and intends to seriously negotiate with certified and qualified subcontractors and/or suppliers for project participation.

This solicitation was sent to you by Compliance News on behalf of TORO ENTERPRISES, INC..

For more information about DBE, M/WBE, SBE, Vet Biz and other bid opportunities visit the Compliance News: <https://compliancenews.com/> or follow us on twitter: [https://twitter.com/news\\_compliance](https://twitter.com/news_compliance)

**Attn: POTTER ENTERPRISES LMS**  
**201 S. BROADWAY STREET, STE. 123**  
**ORCUTT, CA, 93455**

## **INVITATION TO BID**

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**Attn: DISABLED AMERICAN VETERAN ENTERPRISES TRUCKING & SWEEPING, I**  
**5633 N. FIGARDEN DR #109**  
**FRESNO, CA, 93722**

## **INVITATION TO BID**

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Appendix  
Email Log

	Business Name	Email ID	Email Status	Date	Time
1	AS TWINZ TRUCKING	osornia1234@gmail.com	Sent	Aug-16-2022	04:07 pm PST
2	RANGEL BROTHERS TRUCKING	yrangeltrk@yahoo.com	Sent	Aug-16-2022	04:07 pm PST
3	ARRIZON BROS. TRUCKING	arrizonbrostrucking@yahoo.com	Sent	Aug-16-2022	04:07 pm PST
4	VASQUEZ & SONS TRUCKING	felicitov@gmail.com	Sent	Aug-16-2022	04:07 pm PST
5	BREAD & WATER LANDSCAPE LLC	JOSE.PANIAGUA28@YAHOO.COM	Sent	Aug-16-2022	04:07 pm PST
6	LS TRANSPORTATION, INC	lsmiranda5@yahoo.com	Sent	Aug-16-2022	04:07 pm PST
7	CESAR MAGALLANES	cesarpbulm@yahoo.com	Sent	Aug-16-2022	04:07 pm PST
8	RAYMUNDO & SONS TRUCKING INC.	RAYMUNDOTRUCKING@GMAIL.COM	Sent	Aug-16-2022	04:07 pm PST
9	LANDSCAPE SUPPORT SERVICES, INC	ssturm@lsscorp.com	Sent	Aug-16-2022	04:07 pm PST
10	CASTILLO TRUCKING SERVICE		Failed	Aug-16-2022	04:07 pm PST
11	MCJ TRUCKING		Failed	Aug-16-2022	04:07 pm PST
12	FORTINO TRUCKING		Failed	Aug-16-2022	04:07 pm PST
13	SM SALES, 75TH STREET QUARRY & RECYCLING	jpusic@smsalesinc.com	Sent	Aug-16-2022	04:07 pm PST
14	FAR EAST LANDSCAPE & MAINTENANCE, INC.	fareastmoon1@yahoo.com	Sent	Aug-16-2022	04:07 pm PST
15	MIRANDA LOGISTICS ENTERPRISE, INC.	miranda@miranda-logistics.com	Sent	Aug-16-2022	04:07 pm PST
16	R.B.E. TRUCKING		Failed	Aug-16-2022	04:07 pm PST
17	E. JASPER WRKG. (DEMO) & TRKG		Failed	Aug-16-2022	04:07 pm PST
18	J. A. CADDELL TRUCKING	ynotsbiz@sbcglobal.net	Sent	Aug-16-2022	04:07 pm PST
19	MONZON & SON ENTERPRISES, INC.	kelvinmonzon@WeTruckItAll.com	Sent	Aug-16-2022	04:07 pm PST
20	ANYTIME TRUCKING	info@anytimedumping.com	Sent	Aug-16-2022	04:07 pm PST
21	GREENCOAST LANDSCAPES INC.	jessica@greencoastlandscapes.com	Sent	Aug-16-2022	04:07 pm PST
22	BITECH CONSTRUCTION CO., INC.	bitechconstruction@gmail.com	Sent	Aug-16-2022	04:07 pm PST
23	DV CONSTRUCTION & LANDSCAPING INC.	hoa.w.vo@gmail.com	Sent	Aug-16-2022	04:07 pm PST
24	RIVERA TRUCKING, LLC	riveratrkg@aol.com	Sent	Aug-16-2022	04:07 pm PST
25	DAVID'S TREE SERVICE	info@davidstreeservice.com	Sent	Aug-16-2022	04:07 pm PST
26	SIRIAS TRUCKING	JoseMoralesTrucking@yahoo.com	Sent	Aug-16-2022	04:07 pm PST
27	CONTERA CONSTRUCTION CORP.	dick@varelacompanies.com	Sent	Aug-16-2022	04:07 pm PST
28	SINGH GROUP, INC.	adolf@sgwebsite.com	Sent	Aug-16-2022	04:07 pm PST
29	POTTER ENTERPRISES LMS	butch@pelms.us	Sent	Aug-16-2022	04:07 pm PST
30	DISABLED AMERICAN VETERAN ENTERPRISES TRUCKING & SWEEPING, I	DAVEtrucksweep@gmail.com	Sent	Aug-16-2022	04:07 pm PST

**Jesse Diaz**

---

**From:** Jesse Diaz  
**Sent:** Wednesday, August 31, 2022 3:42 PM  
**To:** OSORNIA1234@GMAIL.COM  
**Subject:** Job to bid in the City of San Fernando

Good Afternoon,

I called about the job to bid tomorrow in the city of San Fernando. We are looking to use a 10 wheeler for the job. The specs will be through the link below

<https://we.tl/t-8JMHe7cWFA>

Thank you,

Jesse Diaz



O: 805-483-4515  
jesse@Toroenterprises.com

## Jesse Diaz

---

**From:** Jesse Diaz  
**Sent:** Wednesday, August 31, 2022 3:43 PM  
**To:** yrangeltrk@yahoo.com  
**Subject:** Job to bid in the City of San Fernando

Good Afternoon

I called about the job going to bid tomorrow in the city of San Fernando the specs for the job will be in the link below

<https://we.tl/t-8JMHe7cWFA>

Thank you,

Jesse Diaz



O: 805-483-4515  
jesse@Toroenterprises.com



## Jesse Diaz

---

**From:** Jesse Diaz  
**Sent:** Wednesday, August 31, 2022 3:45 PM  
**To:** miranda@miranda-logistics.com  
**Subject:** Job to bid in the city of San Fernando

Good Afternoon

I called earlier about the job to bid in the city of San Fernando tomorrow I was informed to email you to see if you are bidding or at all interested in bidding the job. If you are great the specs will be in the link below for you to look over.

<https://we.tl/t-8JMHe7cWFA>

Thank you,

Jesse Diaz



O: 805-483-4515  
jesse@Toroenterprises.com

**Jesse Diaz**

---

**From:** Jesse Diaz  
**Sent:** Wednesday, August 31, 2022 3:49 PM  
**To:** jmorales@siriastrucking.com  
**Subject:** Job to bid in the city of San Fernando

Good Afternoon

I called about the job going to bid tomorrow in the city of San Fernando the specs for the job will be in the link below

<https://we.tl/t-8JMHe7cWFA>

Thank you,

Jesse Diaz



O: 805-483-4515  
jesse@Toroenterprises.com



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## AGENDA REPORT

**To:** Mayor Mary Mendoza and Councilmembers

**From:** Nick Kimball, City Manager  
By: Matthew Baumgardner, Director of Public Works  
Patsy Orozco, Civil Engineering Assistant II

**Date:** September 19, 2022

**Subject:** Consideration to Adopt a Resolution Approving the Final Tract Map No. 83144 Located at 1001 Glenoaks Boulevard, Assessor's Parcel No. 2515-016-017

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8180 (Attachment "A") approving the Final Map for Tract Map No. 83144 – 1001 Glenoaks Boulevard.

### BACKGROUND:

1. On March 5, 2019, the City of San Fernando Planning and Preservation Commission recommended to the City Council approval of Tentative Tract Map 83144, formerly known as Tentative Tract Map 2018-002. The Tentative Tract Map is a proposed subdivision of an existing lot with two existing single-family dwellings into a six-unit condominium project on an existing 16,500 square feet lot.
2. On April 15, 2019, the City Council approved the Tentative Tract Map pursuant to Ordinance No. 1686 (Attachment "B"). Pursuant to City Code Section 78-73(c) the City Council is required to review a Tentative Tract Map and the Final Tract Map.
3. On August 26, 2022, the Director of Community Development approved the developer's request for a 24-month extension through April 15, 2023 (Attachment "C").

### ANALYSIS:

Pursuant to City Code Section 78-37 (4) tentative and final maps are required for condominium projects. The tentative map shows the conceptual proposed design and improvements of the site as well as the existing conditions. A final map depicts the legal subdivision of land including dedications, owner's statements, survey points, meets and bounds, easements, and new lots. Once the tentative map was approved, the applicant was required to obtain a Tract Map Number

**Consideration to Adopt a Resolution Approving the Final Tract Map No. 83144 Located at 1001 Glenoaks Boulevard, Assessor's Parcel No. 2515-016-017**

Page 2 of 3

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issued by Los Angeles County Engineer, Preliminary Subdivision Report from the Title Company, all deeds, County Tax Assessor's Map, 5-year tax history, mathematical traverses of the boundary of division of land, tie and field notes, underlying tracts and reference maps. All these documents were used in preparation of the Final Map.

The applicant is seeking Final Map approval for the project prior to City issuance of a Certificate of Occupancy. Staff has reviewed the proposed tract map and has determined that all map conditions have been met. Some of the conditions of approval are:

- The site and immediate surrounding areas shall be kept in a clean, neat, and orderly manner.
- All plantings shall be kept in a healthy and growing condition, consistent with the design of landscaping and irrigation plan approved by the Community Development Department.
- Property owner, operator, and successors shall comply with graffiti removal and deterrence requirement of the San Fernando Code.
- All on-site utilities shall be located underground.
- Electrical distribution facilities/equipment shall be designed/located in conformance with California Public Utilities Commission recommendations for "prudent avoidance" of exposure of dwelling unit occupants to power frequency electromagnetic fields that are above background levels.
- All trash receptacles shall be placed in confined area within the property out of sight of the public right of way as well as off of public property except for trash collection activities.
- The developer shall remove and replace driveway approach.
- The developer shall construct new sidewalk and adjust any utility boxes to grade.
- The developer shall plant trees in parkway on Glenoaks Boulevard.
- The developer shall construct and pave alley located in rear of property.

The conditions of approval allow withholding issuance of a Certificate of Occupancy for six-unit condominium dwellings to ensure compliance with these conditions.

**BUDGET IMPACT:**

No additional budget impacts are anticipated as a result of this approval. The developer has deposited approximately \$6,000 to cover plan check fees for processing the Final Map. Any additional fees required by the plan checker to complete the entitlement process will be obtained from the developer to cover all associated costs of the engineering review. The Fiscal Year 2022-2023 Adopted Budget includes sufficient projected revenues for these fees; therefore, no budget resolution is required.



**Consideration to Adopt a Resolution Approving the Final Tract Map No. 83144 Located at 1001 Glenoaks Boulevard, Assessor's Parcel No. 2515-016-017**

Page 3 of 3

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**CONCLUSION:**

The Final Map is acceptable for signature and recordation by the City Engineer. The Final Map conforms to the tentative tract map and meets the conditions of approval, as such staff is recommending approval by City Council as a ministerial act as provided in the Subdivision Map Act adopting Resolution No. 8180 approving the Final Map – Tract No. 83144. Additionally, the project complies with all other applicable requirements of the Subdivision Map Act and the City of San Fernando Municipal Code.

**ATTACHMENTS:**

- A. Resolution No. 8180
- B. Agenda Report (April 15, 2019)
- C. Approval Letter for 24 Month Extension (August 26, 2022)

**RESOLUTION NO. 8180**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, APPROVING THE FINAL MAP FOR TRACT NO. 83144  
LOCATED AT 1001 GLENOAKS BOULEVARD**

**WHEREAS**, Tentative Tract Map for the proposed subdivision was originally approved by the Council of the City of San Fernando on April 15, 2019 and

**WHEREAS**, a 24-Month Time Extension for the Tentative Parcel Map was granted on August 26, 2022 and

**WHEREAS**, this approval was subject to the conditions set forth in Attachment "B" attached hereto; and

**WHEREAS**, the City Council hereby finds that the Public Works Department requirements have been satisfied or will be satisfied prior to issuance of a Certificate of Occupancy for the six-unit condominium dwelling in the City of San Fernando; and

**WHEREAS**, the City Council as per City Code Section 78-215 finds that payment of the Quimby fees shall be satisfied in advance of Final Map recordation or building permit issuance for the six-unit condominium dwelling within the City of San Fernando, and

**WHEREAS**, the City Council hereby finds that the map conforms to the requirements of the Subdivision Map Act and the Subdivision Ordinance of the City of San Fernando.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMIN AND ORDER AS FOLLOWS:**

**SECTION 1.** The Final Map for Tract Map No. 83144 is hereby accepted and directs that the Final Map be recorded.

**PASSED, APPROVED, AND ADOPTED THIS 19<sup>th</sup> day of September, 2022.**

---

Mary Mendoza, Mayor of the City of San Fernando, California

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8180 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 19<sup>th</sup> day of September, 2022, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of September, 2022.

---

Julia Fritz, City Clerk

**ORDINANCE NO. 1686**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING A ZONE CHANGE 2018-002 AND TENTATIVE TRACT MAP 2018-002 FOR THE DEVELOPMENT OF A SIX-UNIT CONDOMINIUM PROJECT WITHIN THE EXISTING C-1 LIMITED COMMERCIAL ZONE WHICH IS PROPOSING TO CHANGE TO MULTIPLE FAMILY R-2 RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONE LOCATED AT 1001 GLENOAKS BOULEVARD**

**The City Council of the City of San Fernando does hereby ordain as following:**

**WHEREAS**, an application has been filed by Bruce Partovi, P.O. Box 8312 Van Nuys, CA 91409 (the "Applicant"), to request for the approval of a Zone Change and Tentative Tract Map for the development of a six-unit condominium project within the existing C-1 Limited Commercial Zone which is proposing to change to Multiple Family R-2 Residential Planned Development (RPD) Zone; and

**WHEREAS**, notice of public hearing of the City Council of the City of San Fernando to consider the requested zone change and tentative tract map was given in accordance with Government Code §66451.3; and

**WHEREAS**, the Applicant has requested approval of the requested Zone Change Pursuant to section 106-20 of the San Fernando Municipal Code which would allow for a zone change to designate the site from a C-1 Limited Commercial lot to a Multiple Family R-2 Residential Planned Development (RPD) lot, the proposed use meets the minimum development standards. Based on the foregoing, it is staff's assessment that the request is consistent with the General Plan and applicable development standards; and

**WHEREAS**, the Applicant has requested approval of the requested Tentative Tract Map Pursuant to the City's Subdivision Ordinance (Chapter 78) of the San Fernando Municipal Code which would allow for the subdivision of six individual condominium lots, the proposed use meets the minimum development standards. Based on the foregoing, it is staff's assessment that the request is consistent with the General Plan and applicable development standards; and

**WHEREAS**, pursuant to Government Code §66452.3, City staff prepared a written report recommending that the proposed subdivision be approved, and served a copy of that report upon the subdivider at least three (3) days prior to the aforementioned hearing; and

**WHEREAS**, pursuant to Government Code §66412.3, the Planning Commission has considered the effect of the proposed development, on the housing needs of the region in which San Fernando is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources; the approval of the proposed development represents the balance of these respective needs in a manner which is consistent with the City's obligation pursuant to its powers to protect the public health, safety and welfare; and



**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1:** This project has been reviewed by the City for compliance with the California Environmental Quality Act (CEQA). Based on that assessment, the project has been determined to be categorically exempt from further environmental review documentation under Categorical Exemption Class 32 (In-fill Development Projects) of the City's adopted Local CEQA Guidelines; and

**SECTION 2:** The Project is consistent with the objectives, policies, and general land uses and programs provided in the City's General Plan and the applicable development standards for Multiple Family R-2 RPD Zone; and

**SECTION 3:** Pursuant to City Code Section 106-20, the City Council finds that the following findings for Zone Change 2018-002 have been justified and upheld in the affirmative in concurrence with the recommended conditions of approval regarding the development of a six-unit condominium. The City Council findings are as follows:

**1. The proposed amendment is consistent with the objectives, policies, general land uses and programs of the City's general plans.**

The proposed Zone Change from C-1 Limited Commercial to R-2 RPD is consistent with the General Plan Land Use Element which states that, "The area bounded by Lucas to the north, Brand to the east, Glenoaks to the south and an alley to the west will also be medium density [residential]." (Pg. IV-8). The proposed Zone Change is compatible with the surrounding land uses in the immediate area, which is comprised of existing single-family, multi-family residential dwellings and commercial uses. The density of the proposed project is equivalent to 15.84 dwelling units per acre, which is consistent with the City of San Fernando General Plan, which for Medium Density Residential allows 6-17 dwelling units per acre (San Fernando General Plan Land Use Element Chart IV-1: Current Land Use Element Categories and Implementing Zones, Pg. IV-9).

This supports the Housing Element Goal 1.0, Policy 1.2 which looks to maintain and enhance the quality of existing neighborhoods by maintaining the character of the established neighborhood through the development of new residential units and Goal 2.0, Policy 2.1 which provides adequate housing sites to facilitate the development of a range of residential types in San Fernando that fulfill regional housing needs. Thus, it is staff's assessment that this finding can be made in this case.

**2. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.**

The proposed zone change from C-1 Limited Commercial to R-2 RPD will not be detrimental to the public interest, health, safety, convenience of welfare due to the fact that the proposed use will be consistent with and complement established uses within the vicinity. In addition,

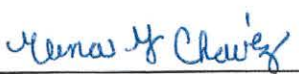
the proposed use would allow for the ongoing development and creation of new fair market housing within the general area. With the adoption of the recommended conditions of approval for the requested zone change, the applicant would be required to provide sufficient safeguards to deter any potential public nuisance issues and protect public interest, health, safety, convenience or welfare. Noncompliance with the conditions of approval for an approved Zone Change would require corrective action on behalf of the property owners. Thus, it is staff's assessment that this finding can be made in this case.

**SECTION 4:** Pursuant to Government Code §66474, with the incorporation of those conditions attached as Exhibit "A":

- a. The proposed map is consistent with the applicable general and specific plans as specified in Government Code §65451.
- b. The design and improvements of the proposed subdivision are consistent with the General Plan.
- c. The site is physically suitable for the type of development contemplated by the proposed subdivision.
- d. The site is physically suitable for the proposed density of the development contemplated by the proposed subdivision.
- e. The design of the development and improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
- f. The design of the development and improvements is not likely to cause serious public health problems.
- g. The design of the development or the type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed development.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its regular meeting on this 15<sup>th</sup> day of April, 2019.


**ATTEST:**

  
\_\_\_\_\_  
Elena G. Chávez, City Clerk

  
\_\_\_\_\_  
Joel Fajardo, Mayor



**APPROVED AS TO FORM:**

  
Richard Padilla, Assistant City Attorney

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

I, ELENA G. CHAVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance No. 1686 was adopted at a regular meeting of the City Council held on the 15<sup>th</sup> day of April 2019, and was carried by the following roll call vote:

**AYES:**       Fajardo, Lopez, Pacheco – 3

**NOES:**       None

**ABSENT:**    Ballin, Gonzales – 2

**ABSTAIN:**   None

  
Elena G. Chávez, City Clerk

**EXHIBIT "A"**  
**CONDITIONS OF APPROVAL**

**PROJECT NO.:**                   **Zone Change 2018-002,  
Tentative Tract Map 2018-002**

**PROJECT ADDRESS:**       1001 Glenoaks Boulevard, San Fernando, CA 91340  
(Los Angeles County Assessor Identification No.: 2515-016-017)

**PROJECT DESCRIPTION:** Approval of Zone Change 2018-002 and Tentative Tract Map  
2018-002

The following conditions shall be made a part of the approval of the project, and shall be complied with in their entirety, as determined by the Community Development Department:

1. Indemnification. The property owner and the project applicant, shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the property owner and developer of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. The property owner and developer shall defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report or related environmental assessment) if made necessary through the initiation of the project.
2. Revocation. Violation of, or noncompliance with, any of these conditions of approval may constitute grounds for revocation of this conditional use permit, as provided below:

Where conditions and activities associated with the operation of the future tenant, as defined herein, interfere with the quiet enjoyment of life and property in the neighborhood, or are or tend to be, injurious to health and safety of persons in the neighborhood. These include, but are not limited to the following:

Excessive noise, noxious smells or fumes, loitering, littering, disturbing the peace, illegal drug activity, public vandalism, graffiti, lewd conduct, gambling, illegal parking, traffic violations, theft, assaults, batteries;

Police detention, citation, and/or arrests for these or any other unlawful activity attributed to the sale and/or consumption of illegal items declared by the City to be a public nuisance;



3. Property Maintenance. The subject site and its immediate surrounding area shall be maintained in a clean, neat and orderly manner at all times and shall comply with the property maintenance standards as set forth in the San Fernando City Code.
4. Landscape. All proposed on-site and off-site plantings shall be kept in a healthy and growing condition, consistent with the design of a landscaping and irrigation plan approved by the Community Development Department. Fertilization, cultivation, tree pruning shall be a part of regular maintenance. Good horticultural practices shall be followed in all instances. The landscape design shall be further refined as necessary to improve the level of design quality by focusing on important design principles. Further landscape design refinements shall address, but not be limited to, the following:
  - a) The landscaping shall be provided with an appropriate low-maintenance landscape design and material selection that is attractive, durable and drought-tolerant. All proposed landscaping shall be arranged to emphasize visual attractiveness as viewed from the public right-of-way.
  - b) All proposed landscaped areas shall be served by well-balanced automatic irrigation system operated by an electrically timed controller station set for early morning irrigation and maintained in a manner consistent with the approved landscape plan. The final landscaping/irrigation plan shall identify the size and location of all landscape materials and irrigation equipment. Water conservation measures shall be incorporated in the irrigation plan;
  - c) The landscape plan shall provide specifications for the following: design of hardscape elements, including pedestrian walkways, paved areas, common areas, seating, landscape planters, lighting, etc.; planting materials, including, trees, shrubs, ground cover, grass, miscellaneous plant materials, landscape containers and soil preparation; and, automatic irrigation plans, including materials and details.
5. SCAQMD. South Coast Air Quality Management District ("SCAQMD") must be contacted prior to any demolition or renovation. Call (909) 396-2000 for further information. Failure to comply with the provisions of Rule 1403 may result in a penalty of up to \$25,000 per day. Once approval from SCAQMD has been obtained, a City of San Fernando Demolition Permit is required for any existing buildings or structures which are to be demolished and must be obtained prior to any work commencing.
6. Surface Runoff. All requirements of the National Pollutant Discharge Elimination System (NPDES) shall be complied with and an NPDES permit, including but not limited to the installation of any required clarifiers and/or on-site infiltration system, must be obtained prior to any occupation or use of the site. During construction, the project site shall comply with all applicable Best Management Practices (BMPs).
7. Construction Hours. Construction activity on Mondays through Fridays shall comply with the current San Fernando City Code standards for construction of 7:00 a.m. to 6:00 p.m. In addition, any construction on Saturday shall be from 8:00 a.m. to 6:00 p.m. Unless otherwise allowed in



the City's Noise Ordinance, no construction shall be allowed on Sundays and Federal Holidays.

8. Graffiti Removal. Unless otherwise specified in the conditions of approval, the property owner(s), operator and all successors shall comply with the graffiti removal and deterrence requirements of the San Fernando City Code. The property owner(s), operator and all successors shall provide for the immediate removal of any graffiti vandalism occurring on the property and, where applicable, the restoration of the surface on which the graffiti exists. Such restoration shall entail repainting or refinishing of the surface with a color or finish that matches the color or finish of the remaining portions of the structure being painted, and including treatment of the surface or site with measures to deter future graffiti vandalism as approved or required by the community development department. Property owner(s), operator and all successors shall maintain an additional stock of exterior paints and finishes for immediate execution of graffiti removal. Unless removed by the property owner or their designee within the specified time frame required by city code, property owner(s), operator and all successors shall grant the right of access to authorized agents of the City of San Fernando to remove graffiti from any surface on the property that is open and accessible from city property or public right-of-way, at the expense of the owner(s) or operator and all successors.
9. The proposed Final Tract Map shall be in compliance with all of the provisions of Chapter 78 (Subdivisions) of the San Fernando Municipal Code and the State of California Subdivision Map Act (Government Code §66410 et seq.). The Tentative Tract Map shall be valid for a period of two (2) years from the date of approval, unless an extension is approved by the Community Development Director. The applicant shall also comply with all other requirements of any applicable federal, state, or local law, ordinance, or regulation.
10. The existing structures shall be removed pursuant to a demolition permit obtained from the Building and Safety Supervisor. The demolition shall comply with all applicable building and safety code requirements and clearance shall be obtained from the Air Quality Management District ("AQMD") prior to demolition.
11. All on-site utilities shall be located underground. Applicant shall provide any easements as necessary. Overhead utility facilities and distribution lines located on the site or off-site adjacent to the perimeter of the site shall be removed and/or placed underground unless determined to be unfeasible by Community Development Department. The applicant shall comply with all development standards and health and safety requirements or guidelines of any relevant utility company, the Public Utilities Commission and the City of San Fernando ("City") relating to construction or residential occupancy in proximity to any remaining overhead utility distribution facilities, and to the design of new utilities placed underground or elsewhere.
12. Electrical distribution facilities/equipment (transformers, load centers, panel boxes and meters, major conductors, underground conduits, etc.) shall be designed/located in conformance with California Public Utilities Commission recommendations for "prudent avoidance" of exposures of dwelling unit occupants to power frequency electromagnetic fields (EMF) that are above background levels.

13. The applicant shall verify to the City's satisfaction that there is no existing contamination of soil on the site.
14. The Final Tract Map shall be prepared in accordance with the policies and procedures of the City of San Fernando. Final Tract Map approval shall be contingent upon compliance with all the conditions of approval for Site Plan Review 2015-19. Such map shall be submitted to the Community Development Department and shall be approved for recording by the City Engineer and be recorded with the County Recorder prior to expiration of the Tentative Parcel Map.
15. The applicant shall comply with the requirements for subdivision of the site as listed in the attached "Public Works Department Development/Improvement Review Checklist." Also, any approved revisions to the proposed Subdivision shall be incorporated into the site plan submitted prior to approval of the Final Tract Map.
16. The applicant shall pay in full a fee in-lieu for parkland acquisition or enhancement ("Quimby fee") as a condition of approval of a final tract map for residential subdivision. The required development fee is calculated with a formula: fair market land value per square foot times number of dwelling units times 235 square foot per unit. Staff will establish land value determination before second reading of Ordinance 1686.
17. A drainage study of the site shall be performed and any improvements necessary to prevent runoff from any future development onto adjacent properties shall be provided or ensured by a bond.
18. A landscape plan shall be reviewed and approved by the City Engineer.
19. Within thirty (30) days of approval of Tentative Tract Map 2018-002, the applicant shall certify his or her acceptance of the conditions of approval or modifications thereto by signing a statement that he or she accepts and shall be bound by all of the conditions.
20. General Compliance. The applicant shall comply with all requirements of applicable federal, state, or local law, ordinance, or regulation.
21. Occupancy per Approval. The subject property shall be improved in substantial conformance with the site plan, exterior elevations, floor plans, and landscape plan, as reviewed by the Planning and Preservation Commission on March 05, 2019, except as herein modified to comply with these Conditions of Approval.
22. Trash Receptacles. All trash receptacles shall be placed in a confined area within the property out of sight of the public right of way as well as off of public property except for trash collection activities.
23. Site Inspections. The Community Development Department shall have the authority to inspect the site to assure compliance with these conditions of approval. The applicant and all successors shall grant the right of access to authorized agents of the City of San Fernando to conduct periodic inspections of the property.



24. Modifications. Unless the Community Development Director deems a proposed change to the approved plans and operation a minor modification, any and all other modifications to the development plan, including these conditions of approval, shall require review and approval by the Planning and Preservation Commission. Expansion or enlargement of the activity beyond the thresholds permitted by this entitlement shall be subject to the CUP modification approval process.
25. Covenants Conditions and Restrictions. CC&R's shall be reviewed by the Community Development Department and shall be recorded before the issuance of a Certificate of Occupancy.
26. Building Code Requirements. The applicant shall comply with all applicable building and construction requirements of the City of San Fernando's building codes, as specified by the City's Community Development Department.
27. Expiration. This conditional use permit shall become null and void unless exercised by obtaining building permits to implement the construction granted by this entitlement within twelve (12) months of final approval. Additional time in increments of six (6) months at a time may be granted, at the discretion of the Community Development Department Director.



# THE CITY OF SAN FERNANDO

## CITY COUNCIL

August 26, 2022

MAYOR  
MARY MENDOZA

VICE MAYOR  
HECTOR A. PACHECO

COUNCILMEMBER  
SYLVIA BALLIN

COUNCILMEMBER  
CINDY MONTAÑEZ

COUNCILMEMBER  
CELESTE T. RODRIGUEZ

Midland Contractors Inc.  
Attn: Fred Partovi  
P.O. Box 8312  
Van Nuys, CA 91409

**SUBJECT:      Extension of Time for Tentative Tract Map 2018-002 (TTM No. 83144)  
                     1001 Glenoaks Boulevard, San Fernando, CA 91340  
                     (Assessor's Parcel No. 2515-016-017)**

Dear Mr. Partovi:

The City of San Fernando Community Development Department received a letter dated April 1, 2021 (the "Letter") requesting an extension of time for the approval of Tentative Tract Map 2018-002 (TTM No. 83144) located at 1001 Glenoaks Boulevard, San Fernando, CA 91340.

Tentative Tract Map was approved by the City Council on April 15, 2019 (Ordinance No. 1686) and was valid for two years (expiration date was April 15, 2021). A condition of approval (Condition No. 9) for Ordinance No. 1686 authorizes the Community Development Director to grant an extension of time for approval of the Tentative Tract Map.

Our records show that building permits were applied for on May 9, 2019. The Building permits indicate a substantial amount of work, including but not limited to: demolition, grading, and construction of (3) new 30'x70' three-story buildings as well as the associated electrical, mechanical, and plumbing work. A trench excavation permit was applied for on September 27, 2021, in order to run electrical conduits to the Project site. Our records reflect progress through the numerous Building inspections that were conducted (and passed) in the 2021 calendar year.

The City also acknowledges the unique circumstances caused by the COVID-19 pandemic which delayed the Project's construction. For example, the Los Angeles County eviction moratorium prevented construction due to tenants living within an existing structure on site. The CDC and Cal/OSHA construction protocols that were in effect during the pandemic may have caused additional delays.

COMMUNITY  
DEVELOPMENT  
DEPARTMENT

117 MACNEIL STREET  
SAN FERNANDO  
CALIFORNIA  
91340

(818) 898-1227

WWW.SFCITY.ORG

1001 Glenoaks Blvd TTM EOT

Page 2 of 2

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Based on significant actions taken to acquire building permits, commence construction and initiate significant public improvements as well as the financial impacts and uncertainty created by the COVID- 19 pandemic, the Community Development Director grants a 2-year extension of time for the Tentative Tract Map as authorized under City Council Ordinance No. 1686, Condition No. 9. This extension commenced from the original expiration date (April 15, 2021), thus the new expiration date is April 15, 2023.

If you have any questions, please feel free to contact me at (818) 898-7316 or via email at [kkith@sfcity.org](mailto:kkith@sfcity.org).

Sincerely,



Kanika Kith

Director of Community Development



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## AGENDA REPORT

**To:** Mary Mendoza and Councilmembers

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

**Date:** September 19, 2022

**Subject:** A Public Hearing to Consider Adopting a Resolution Approving the Use of Fiscal Year 2022-2023 Community Development Block Grant Funds to Implement the Personal Financial Literacy Program

### RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Resolution No. 8181 (Attachment "A") approving the allocation of Community Development Block Grant (CDBG) funds to implement a Personal Financial Literacy Program; and
- c. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission (LA CDC) for approval; and
- d. Upon approval from LA CDC authorize a Professional Services Agreement (Attachment "B" – Contract No. 2109) with New Economics for Women (NEW) to implement the Personal Financial Literacy Program for an amount not to exceed \$15,000; and
- e. Authorize the City Manager to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. On March 1, 2021, the City Council adopted Resolution No. 8060 (Attachment "C") approving the allocation of Community Development Block Grant (CDBG) Funds for FY 2021-2022, funding the Water/Sewer Utility Assistance Program, which included a component to provide financial literacy classes, free of charge, to residents receiving Water/Sewer Utility Assistance.

**A Public Hearing to Consider Adopting a Resolution Approving the Use of Fiscal Year 2022-2023 Community Development Block Grant Funds to Implement the Personal Financial Literacy Program**

Page 2 of 4

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2. On June 30, 2022, the Community Development Block Grant program for FY 2021-2022 ended. All unexpended funds of FY 2021- 2022 were return to the City's unallocated CDBG fund pool that can be used towards another CBDG program in FY 2022-2023.
3. On August 18, 2022, staff release a Public Notice informing residence and interested parties the City's intent to use CDBG funds to create a Personal Financial Literacy Program (Attachment "D").

**ANALYSIS:**

The Water/Sewer Utility Assistance Program was to provide a Water/Sewer Utility Bill credit of up to \$500 per recipient for residents impacted by COVID-19. The program was also to provide financial counseling services from a third party firm (preferably a non-profit organization) to connect applicants with other available resources and programs (e.g., rent/mortgage assistance, credit card debt assistance, unemployment assistance, student loan debt assistance, food insecurity, etc.). This resident assistance is considered a Public Service Project and is, therefore, capped at 20% of the total allocation. The recommended budget allocation for the program was \$45,980.

Subsequently, the City received funding from the California Water and Wastewater Arrearage Payment Program through funding from the State Water Resources Control Board, to pay for the outstanding residents' water bills. The Water/Sewer Utility Assistance Program (FY 2021-2022) budget was reduce from \$45,980 to \$15,000. The \$30,980 taken from the utility assistance program went towards the Small Business Grant Program. The aspect of the Water/Sewer Utility Assistance Program, that was to provide financial literacy assistance, did not materialized.

The City will not lose the unexpended \$15,000 funds. These funds will be returned to the City's Unallocated CDBG fund pool after the FY 2021-2022 closeout. The City's CDBG consultant, Michael Baker International (MBI), requested, on the City's behalf, that the Los Angeles County Development Authority (LACDA) allow the City to setup another Public Service project in addition to the Recreation Program Scholarships program for FY 2022-2023. LACDA indicated that the City is able to setup a new FY 2022-2023 Public Service project with the \$15,000.

The CDBG Ad Hoc Committee has stressed the importance of providing financial literacy assistance for the community. Financial literacy was a major component of the Water/Sewer Utility Assistance Program approved by the City Council on March 1, 2021. With the ability to create another Public Service Program for the FY 2022-2023, the City is poised to start providing financial literacy services for the community.

Staff reached out to a number of non-profit organizations, including The Valley Economic Alliance, Valley Economic Development Corporation, and Initiating Change in Our Neighborhoods (ICON) Community Development Corporation, to request proposals for financial literacy programs, but was unsuccessful in receiving proposals. Many NPOs have been stretched thin



**A Public Hearing to Consider Adopting a Resolution Approving the Use of Fiscal Year 2022-2023 Community Development Block Grant Funds to Implement the Personal Financial Literacy Program**  
Page 3 of 4

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providing services as a result of the significant need created by COVID-19 and do not have capacity for a relatively small contract.

Staff was able to receive a proposal from New Economics for Women (NEW), a local non-profit community-based organizations servicing the San Fernando Valley that is capable and willing to provide the financial literacy services for the City. NEW, founded in 1985, is very well qualified to implement the City's Financial Literacy Assistance Program. Their mission is to spark economic mobility for all women and families. NEW's model is based on the belief that everyone has a fundamental right to economic mobility. NEW works with disadvantaged families to create the economic change and investments necessary to stabilize the intergenerational family unit, mobilizing their growth to ensure success.

NEW also has experience providing similar services for other cities that are funded through CDBG funds. Therefore, staff recommends entering into a Professional Service Agreement with NEW as a sub recipient of CDBG Funds. According to MBI, CDBG Bulletin No. 09-0011 (Attachment "E") authorizes the City to contract with NEW as a sub recipient of CDBG funds and may select NEW without using a competitive procurement process, as there are no regulatory requirements in place for how a sub recipient is selected. As a sub recipient, NEW would be responsible for managing the Financial Literacy Assistance Program. The services NEW would provide include, but are not limited to:

- Developing a suite of Personal Financial Literacy classes to be made available to qualified San Fernando residents.
- Provide professional staff to teach in-person and virtual Financial Literacy classes to residents.
- Connect Financial Literacy Program participants to available resources (e.g., rent/mortgage assistance, tax preparation services, credit card debt assistance, unemployment assistance, student loan debt assistance, food insecurity, etc.) and assist with completing the necessary applications.
- Provide marketing and/or outreach materials to assist with registering qualified residents at City sponsored events, pop-ups, and through social media/digital communication.
- Other ancillary services to assist San Fernando residents with securing their financial future and building wealth.

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

## A Public Hearing to Consider Adopting a Resolution Approving the Use of Fiscal Year 2022-2023 Community Development Block Grant Funds to Implement the Personal Financial Literacy Program

Page 4 of 4

The City utilizes the noticed public hearing process to accept public comments and input regarding the CDBG program and the proposed allocation of funds for the upcoming 48<sup>th</sup> program year. This Public Hearing has been noticed by posting in the City Hall bulletin board (see Attachment “D”).

### BUDGET IMPACT:

The adoption of the proposed Resolution amends the annual CDBG allocation for FY 2022-2023 by a \$15,000 allocation in revenue and expenditures to the CDBG account (Fund 026) and funds the Personal Financial Literacy Program. The allocation will be from the City’s unallocated CDBG fund pool. If the proposed allocations is approved by City Council, it will be included in the FY 2022-2023 Adjusted Budget as follows:

<b>SOURCES</b>		
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>
CDBG Allocation	026-3693-7533	\$ 15,000
<b>Total Sources:</b>		<b>\$ 15,000</b>

<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
Personal Financial Literacy Program	026-420-7533-4270	\$ 15,000
<b>Total Uses:</b>		<b>\$ 15,000</b>

### CONCLUSION:

Staff recommends that the City Council adopt the proposed Resolution to approve a Professional Services Agreement (Attachment “B”) with New Economics for Women to implement the Personal Financial Literacy Program and direct staff to submit the necessary documents.

### ATTACHMENTS:

- A. Resolution No. 8181, including:  
Exhibit A: Approved Projects List
- B. PSA Contract No. 2109, including:  
Exhibit A: Scope of Services
- C. Resolution No. 8060
- D. Public Notice
- E. CDBG Bulletin No. 09-0011

**RESOLUTION NO. 8181**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, AMENDING THE APPROVED PROJECTS FOR FORTY-EIGHTH  
PROGRAM YEAR (2022-2023) COMMUNITY DEVELOPMENT BLOCK  
GRANT FUNDING**

**WHEREAS**, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

**WHEREAS**, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

**WHEREAS**, the City of San Fernando has received \$225,500 in federal Community Development Block Grant (CDBG) funds to implement the Recreation Scholarship Program and the Small Business Grant Program for Fiscal Year 2022-2023; and

**WHEREAS**, the City of San Fernando has \$15,000 of unallocated CDBG funds POOL that can be used towards another CDBG Social Service program in FY 2022-2023; and

**WHEREAS**, a project proposal has been requested for a Personal Financial Literacy Program that expend these funds; and

**WHEREAS**, the City has published information regarding eligible activities under the Act and has duly noticed and conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

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

**SECTION 1.** That the City of San Fernando desires to include a Personal Financial Literacy Program as an eligible Community Development Block Grant Project with 48<sup>th</sup> Program Year Funds.

**SECTION 2.** That City staff is hereby directed to submit to Los Angeles County, through this document, the City's intent to approve and fund the listed project.

**SECTION 3.** That City staff is hereby directed to prepare and submit documentation required for the approval and implementation of approved 48<sup>th</sup> Program Year Community Development Block Grant Fund projects as may be amended and as may be necessary.

**SECTION 4.** That the City Manager is directed and authorized to submit the City's final list of proposed updated projects for Fiscal Year 2022-2023 to the County of Los Angeles, reflecting the funding allocations set forth herein, as indicated in Exhibit "A". Should the City's final allocation vary from the allocated figures contained herein, the City Manager is authorized to allocate the variance in an amount not to exceed 20% of the approved project allocations.

**SECTION 5.** That the City Manager is directed and authorized to execute all documentation required for CDBG program and project implementation for Fiscal Year 2022-2023 as may be necessary.

**SECTION 6.** Authorize the City Manager to amend CDBG account (fund 026) budget revenue and expenditures in the amount of \$15,000.

**SECTION 6.** The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and this certification to be filed in the Office of the City Clerk, and said copy to be submitted to the County of Los Angeles.

**PASSED, APPROVED, AND ADOPTED** this 19<sup>th</sup> day of September 2022.

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Mary Mendoza, Mayor of the City of  
San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8181 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 19<sup>th</sup> day of September, 2022, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of September 2022.

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Julia Fritz, City Clerk

**EXHIBIT "A"**

**CITY OF SAN FERNANDO  
FORTY-EIGHTH PROGRAM YEAR (FY 2022-2023)  
COMMUNITY DEVELOPMENT BLOCK GRANT  
APPROVED PROJECTS - UPDATED**

<b>SUBMITTING ORGANIZATION</b>	<b>PROJECT TITLE</b>	<b>FY 2022-2023 CDBG Allocation</b>
<b>CITY OF SAN FERNANDO Recreation and Community Services</b>	<b>Recreation Program Scholarships</b>	<b>\$25,000</b>
<b>CITY OF SAN FERNANDO City Manager's Office</b>	<b>Small Business Grant Program (Revolving Fund)</b>	<b>\$200,000</b>
<b>CITY OF SAN FERNANDO Recreation and Community Services</b>	<b>Personal Financial Literacy Program</b>	<b>\$15,000</b>
<b>TOTAL</b>		<b>\$240,000</b>





## PROFESSIONAL SERVICES AGREEMENT

### PERSONAL FINANCIAL LITERACY PROGRAM

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19<sup>th</sup> day of September 2022 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and NEW ECONOMICS FOR WOMEN (hereinafter, "SUBRECIPIENT"). For the purposes of this Agreement CITY and SUBRECIPIENT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or SUBRECIPIENT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and SUBRECIPIENT 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, SUBRECIPIENT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). SUBRECIPIENT 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." SUBRECIPIENT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.

1.2 **PROSECUTION OF WORK**: The Parties agrees as follows:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within ten (10) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on or before June 30, 2023. (the "Completion Date");
- B. SUBRECIPIENT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. SUBRECIPIENT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other SUBRECIPIENTS, contractors or agents;
- C. Should additional funds become available the Work may be extended beyond the Completion Date. The City will provide SUBRECIPIENT with a written notice 30 days prior to the extension.

## PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2109

### Personal Financial Literacy Program

Page 2 of 16

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- D. SUBRECIPIENT shall not claim or be entitled to receive any compensation or damage because of the failure of SUBRECIPIENT, to have related services or tasks completed in a timely manner;
- E. SUBRECIPIENT shall at all times enforce strict discipline and good order among SUBRECIPIENT's employees; AND
- F. SUBRECIPIENT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

#### 1.3 COMPENSATION:

- A. SUBRECIPIENT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is highlighted in the Statement of Cost (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, SUBRECIPIENT's total compensation for the performance and completion of the Work shall not exceed the sum of FIFTEEN THOUSAND DOLLARS (\$15,000) (hereinafter, the "Not-to-Exceed Sum"). SUBRECIPIENT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

#### 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to SUBRECIPIENT in monthly increments as the Work is completed. Following the conclusion of each calendar month, SUBRECIPIENT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of SUBRECIPIENT's monthly compensation is a function of hours worked by SUBRECIPIENT'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 SUBRECIPIENT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to SUBRECIPIENT.

#### 1.5 ACCOUNTING RECORDS: SUBRECIPIENT 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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2109

**Personal Financial Literacy Program**Page 3 of 16

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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 SUBRECIPIENT: In the event SUBRECIPIENT 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, SUBRECIPIENT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by SUBRECIPIENT in the performance of this Agreement. Furthermore, SUBRECIPIENT 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 SUBRECIPIENT's cessation or abandonment.

**II. PERFORMANCE OF AGREEMENT**

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and The Director of Recreation and Community Services (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 Representative or his designee shall act on behalf of the CITY for all purposes under this Agreement. SUBRECIPIENT shall not accept directions or orders from any person other than the CITY Representative or his designee.
- 2.2 SUBRECIPIENT REPRESENTATIVE: SUBRECIPIENT hereby designates Leticia Andueza, Associate Executive Director, to act as its representative for the performance of this Agreement (hereinafter, "SUBRECIPIENT Representative"). SUBRECIPIENT Representative shall have full authority to represent and act on behalf of the SUBRECIPIENT for all purposes under this Agreement. SUBRECIPIENT 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 SUBRECIPIENT Representative shall constitute notice to SUBRECIPIENT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: SUBRECIPIENT 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 SUBRECIPIENT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: SUBRECIPIENT represents, acknowledges and agrees to the following:

## PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2109

### Personal Financial Literacy Program

Page 4 of 16

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- A. SUBRECIPIENT shall perform all Work skillfully, competently and to the highest standards of SUBRECIPIENT's profession;
- B. SUBRECIPIENT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. SUBRECIPIENT 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. SUBRECIPIENT 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 SUBRECIPIENT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by SUBRECIPIENT; and
- F. All of SUBRECIPIENT's employees and agents (including but not limited to subcontractors) 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 SUBRECIPIENT shall perform, at SUBRECIPIENT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by SUBRECIPIENT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of SUBRECIPIENT's employees, agents, contractors, subcontractors. Such effort by SUBRECIPIENT 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 SUBRECIPIENT or on SUBRECIPIENT'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 SUBRECIPIENT, including but not limited to the representation that SUBRECIPIENT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of SUBRECIPIENT's profession.

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2109

**Personal Financial Literacy Program**Page 5 of 16

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- 2.5 **ASSIGNMENT**: The skills, training, knowledge and experience of SUBRECIPIENT 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 SUBRECIPIENT or on behalf of SUBRECIPIENT in the performance of this Agreement. In recognition of this interest, SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT or under SUBRECIPIENT's strict supervision. SUBRECIPIENT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains SUBRECIPIENT on an independent contractor basis and not as an employee. SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT are not employees of CITY and shall at all times be under SUBRECIPIENT's exclusive direction and control. SUBRECIPIENT 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. SUBRECIPIENT 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 SUBRECIPIENT's officers, employees, agents, contractors, or subcontractors is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to SUBRECIPIENT, a threat to persons or property, or if any of SUBRECIPIENT's officers, employees, agents, contractors, subcontractors fail or refuse to perform the Work in a manner or acceptable to the CITY, such officer, employee, agent, contractor, or subcontractor shall be promptly removed by SUBRECIPIENT and shall not be reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS**: SUBRECIPIENT 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. SUBRECIPIENT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.

## PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2109

### Personal Financial Literacy Program

Page 6 of 16

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- 2.9 **NON-DISCRIMINATION**: In the performance of this Agreement, SUBRECIPIENT shall not discriminate against any employee, or subcontractor, 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 SUBRECIPIENT and all persons retained or employed by SUBRECIPIENT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. SUBRECIPIENT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, and subcontractors. SUBRECIPIENT and all persons retained or employed by SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. SUBRECIPIENT shall procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance**: SUBRECIPIENT 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**: SUBRECIPIENT 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 SUBRECIPIENT and CITY against any loss, claim or damage arising



**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2109

**Personal Financial Literacy Program**Page 7 of 16

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from any injuries or occupational diseases occurring to any worker employed by or any persons retained by SUBRECIPIENT in the course of carrying out the Work contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, SUBRECIPIENT shall procure and maintain Errors and Omissions Liability Insurance appropriate to SUBRECIPIENT'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 SUBRECIPIENT'S INSURANCE: All policies of insurance provided by SUBRECIPIENT 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 SUBRECIPIENT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit SUBRECIPIENT or SUBRECIPIENT's officers, employees, agents, or subcontractors from waiving the right of subrogation prior to a loss. SUBRECIPIENT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: SUBRECIPIENT 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, SUBRECIPIENT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2109

Personal Financial Literacy Program

Page 8 of 16

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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 SUBRECIPIENT's commencement of any Work or any of the Work. Upon CITY's written request, SUBRECIPIENT shall also provide CITY with certified copies of all required insurance policies and endorsements.

**IV. INDEMNIFICATION**

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. SUBRECIPIENT acknowledges that CITY would not enter into this Agreement in the absence of SUBRECIPIENT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, SUBRECIPIENT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with SUBRECIPIENT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due SUBRECIPIENT under this Agreement any amount due CITY from SUBRECIPIENT as a result of SUBRECIPIENT's failure to pay CITY promptly any indemnification arising under this Article and related to SUBRECIPIENT'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 SUBRECIPIENT under this Article will not be limited by the provisions of any workers' compensation act or similar act. SUBRECIPIENT 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.

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2109

**Personal Financial Literacy Program**Page 9 of 16

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- 4.5 SUBRECIPIENT 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 SUBRECIPIENT in the performance of this Agreement. In the event SUBRECIPIENT fails to obtain such indemnity obligations from others as required herein, SUBRECIPIENT 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 SUBRECIPIENT's subcontractors or any other person or entity involved by, for, with or on behalf of SUBRECIPIENT 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 SUBRECIPIENT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

**V. TERMINATION**

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving SUBRECIPIENT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, SUBRECIPIENT shall be compensated only for those services and tasks, which have been performed by SUBRECIPIENT up to the effective date of the termination. SUBRECIPIENT 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 SUBRECIPIENT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by SUBRECIPIENT in connection with the performance of the Work. SUBRECIPIENT 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.

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2109

Personal Financial Literacy Program

Page 10 of 16

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**5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B 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. SUBRECIPIENT 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 SUBRECIPIENT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which SUBRECIPIENT 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, SUBRECIPIENT may submit a written request for additional time to cure the Event of Default upon a showing that SUBRECIPIENT 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 5.2B.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, SUBRECIPIENT may submit a written request for additional time to cure the Event of Default upon a showing that SUBRECIPIENT 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.

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2109

**Personal Financial Literacy Program**Page 11 of 16

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In addition to any other failure on the part of SUBRECIPIENT 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 SUBRECIPIENT shall include, but shall not be limited to the following: (i) SUBRECIPIENT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) SUBRECIPIENT'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) SUBRECIPIENT'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 SUBRECIPIENT, whether voluntary or involuntary; (v) SUBRECIPIENT'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 SUBRECIPIENT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by SUBRECIPIENT within forty-five (45) calendar days of SUBRECIPIENT'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 SUBRECIPIENT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of SUBRECIPIENT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend SUBRECIPIENT's performance under this Agreement pending SUBRECIPIENT's cure of any Event of Default by giving SUBRECIPIENT written notice of CITY's intent to suspend SUBRECIPIENT'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, SUBRECIPIENT shall be compensated only for those services and tasks, which have been rendered by SUBRECIPIENT 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.

## PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2109

### Personal Financial Literacy Program

Page 12 of 16

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- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to SUBRECIPIENT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to SUBRECIPIENT, 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 SUBRECIPIENT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

SUBRECIPIENT 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, SUBRECIPIENT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to SUBRECIPIENT 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.



**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2109

Personal Financial Literacy Program

Page 13 of 16

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**VI. MISCELLANEOUS PROVISIONS**

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of SUBRECIPIENT 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. SUBRECIPIENT shall require all subcontractors working on behalf of SUBRECIPIENT 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 as applies to Documents and Data prepared by SUBRECIPIENT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by SUBRECIPIENT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by SUBRECIPIENT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. SUBRECIPIENT 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:** SUBRECIPIENT warrants and represents that neither SUBRECIPIENT nor any person who is an officer of, in a managing position with, or has an ownership interest in SUBRECIPIENT 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:

## PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2109

Personal Financial Literacy Program

Page 14 of 16

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**SUBRECIPIENT:**

New Economics for Women  
303 S Loma Drive  
Los Angeles, CA 90017  
Attn: Leticia Andueza  
Associate Executive Director  
Phone: 213-483-2060  
Fax: 213-483-7848  
Email: [landueza@neworg.us](mailto:landueza@neworg.us)

**CITY:**

City of San Fernando  
Rec. & Comm. Svcs. Department  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Julian Venegas, Director  
Phone: 818-8989-1290  
Fax: 818-898-1522  
Email: [jvenegas@sfcity.org](mailto:jvenegas@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 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 are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** SUBRECIPIENT 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 sub-subrecipients), 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 SUBRECIPIENTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by SUBRECIPIENT.
- 6.8 **PROHIBITED INTERESTS:** SUBRECIPIENT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for SUBRECIPIENT, to solicit or secure this Agreement. Further, SUBRECIPIENT 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 SUBRECIPIENT, 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.

## PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2109

### Personal Financial Literacy Program

Page 15 of 16

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- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, 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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2109

Personal Financial Literacy Program

Page 16 of 16

or written, or entered into between CITY and SUBRECIPIENT 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 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 SUBRECIPIENT and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF SAN FERNANDO****NEW ECONOMICS FOR WOMEN:**

By: \_\_\_\_\_  
Nick Kimball, City Manager

By: \_\_\_\_\_

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

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

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

**APPROVED AS TO FORM**

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

By: \_\_\_\_\_  
Richard Padilla, Assistant City Attorney

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



May 27, 2022

**FINANCIAL LITERACY ASSISTANCE PROPOSAL**  
**for**  
**City of San Fernando**

Dear Nick,

Thank you for reaching out to New Economics for Women to discuss a potential Personal Financial Literacy program partnership. We are excited to help the residents of the City of San Fernando, and believe that this partnership aligns with NEW's mission to build economic mobility for families through wealth creation, housing, education, entrepreneurship, and advocacy for economic justice.

For over 37 years, we have sparked economic mobility in undeserved communities throughout the region. We empower women who are the center of family to build and protect generational wealth. When we champion women, we transform communities.

As requested, here is information on the experience and process New Economics for Women has perfected in our menu of Financial Literacy programming. We hope this is helpful in finalizing the "Scope of Services" for our collaboration on a Financial Literacy Program for the City of San Fernando.

**1/ Develop a suite of Personal Financial Literacy classes to be made available to qualified San Fernando residents (English and Spanish).\***

NEW confirms client eligibility via the following process: We ask clients to provide proof of residence with identification card, driver's license, or postmarked mail that has a date that's no more than 90 days from enrollment. Clients are also asked to provide proof of income such as a paycheck stub, public benefits letter or letter from employer with a date no more than 90 days from enrollment.

**2/ Professional staff to teach in-person and virtual Financial Literacy classes to residents (City to provide location) in both English and Spanish.**

At NEW, we have the privilege of employing capable and experienced staff to be able to facilitate workshops for community members both in person and virtually, in the language that is most relevant to them, such as English and/or Spanish. We utilize Zoom to conduct the workshops virtually when necessary, due to COVID, and have built up and continue to strengthen the number of digital literacy classes for adults, and offer one-on-one instruction and group classes on the subject.

Collectively, our staff has more than 10 years of experience conducting 1-on-1 financial coaching sessions and facilitating financial literacy workshops. Our staff are financial experts with degrees in Finance, Economics, and Accounting, and many are fluent in both English and Spanish. Additionally, we have 1 staff member certified as a Master Trainer for the Credit as an Asset curriculum through the Credit Builders Alliance, as well as 2 HUD-certified housing counselors.



We have workshops that cover topics such as Budgeting, Banking, Savings and SMART Goals, Credit, Debt Management, Intro to Investments, Student Loans, etc. and have a curriculum developed for both Adults as well as youth.

**3/ Connect Financial Literacy Program participants to available resources (e.g., rent/mortgage assistance, tax preparation services, credit card debt assistance, unemployment assistance, student loan debt assistance, food insecurity, etc.) and assist with completing the necessary applications.**

Over the last 2 years NEW provided COVID relief for families that were directly affected by the pandemic. NEW has helped families that have fallen behind on their mortgage payments, pandemic related issues apply to the California Mortgage relief program. Those families that qualify can be awarded funds to pay off their pending mortgage balance. NEW has facilitated direct financial assistance through participation in the city and county administered Emergency Rental Assistance Program (ERAP), the Coronavirus Aid Relief and Economic Security Program (CARES), and "Housing is Key" assistance, in addition to many other direct services and resources like food and supplies. Our Intake Specialists, Case Managers and Housing Stability Advisors are well-versed in connecting families to public benefits, unemployment assistance and other similar resources.

**4/ Provide marketing and/or outreach materials to assist with registering qualified residents at City sponsored events, pop-ups, and through social media/digital communication.**

We will work with the City's directed channels of communication, and maximize our outreach and community engagement strategies. NEW's Communications and Social Media teams are also directly involved with working with NEW's program staff to promote and market all resources and programs to our community and beyond.

**5/ Other ancillary services to assist San Fernando residents with securing their financial future and building wealth.**

NEW prides itself on the plethora of programs, services and resources all centered on sparking economic mobility for our clients that range from affordable housing, education, entrepreneurship and economic development. NEW provides clients with wraparound services to address all their needs, and works with a variety of local and national partners to provide as many resources as possible. NEW holds over 20 years of direct contracting with the City and County of Los Angeles in delivery of anti-poverty services to various underserved communities within the city and county, including special initiatives with neighboring counties, Orange, Ventura, Riverside, and most recently, Las Vegas, Nevada. Our work in this arena has resulted in positive outcomes for families ranging from increased financial knowledge and consumer savviness, increased income, increased savings, improved credit and debt management, to homeownership and foreclosure prevention.

Please do also see a copy of our latest Impact Report, attached, and also on our website at [www.neweconomicsforwomen.org](http://www.neweconomicsforwomen.org)

NEW is prepared to provide a Scope of Work to the City at your direction whereby we could provide services for this exciting engagement.

Best,

Leticia Andueza  
Associate Executive Director  
New Economics for Women



**RESOLUTION NO. 8060**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, APPROVING PROJECTS FOR FORTY-SEVENTH PROGRAM  
YEAR (2021-2022) COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

**WHEREAS**, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

**WHEREAS**, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

**WHEREAS**, the City of San Fernando has received notification of the estimated availability of \$229,905 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2021-2022; and

**WHEREAS**, project proposals have been requested for the programming of these funds; and

**WHEREAS**, the City has published information regarding eligible activities under the Act and has duly noticed and conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

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

**SECTION 1:** That the City of San Fernando desires to fund eligible Community Development Block Grant Projects with 47<sup>th</sup> Program Year Funds.

**SECTION 2:** That City staff is hereby directed to submit to Los Angeles County, through this document, the City's intent to approve and fund the listed project.

**SECTION 3:** That City staff is hereby directed to prepare and submit documentation required for the approval and implementation of approved 47<sup>th</sup> Program Year Community Development Block Grant Fund projects as may be amended and as may be necessary.

**SECTION 4:** That the City Manager is directed and authorized to submit the City's final list of proposed updated projects for Fiscal Year 2021-2022 to the County of Los Angeles, reflecting the funding allocations set forth herein, as indicated in Exhibit "A". Should the City's final allocation vary from the allocated figures contained herein, the City Manager is authorized to allocate the variance in an amount not to exceed 10% of the approved project allocations.

**SECTION 5:** That the City Manager is directed and authorized to execute all documentation required for CDBG program and project implementation for Fiscal Year 2021-2022 as may be necessary.

**SECTION 6:** The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and this certification to be filed in the Office of the City Clerk, and said copy to be submitted to the County of Los Angeles.

**PASSED, APPROVED, AND ADOPTED** this 1<sup>st</sup> day of March 2021.

CITY OF SAN FERNANDO, CA

  
\_\_\_\_\_  
Sylvia Ballin, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8060 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 1<sup>st</sup> day of March, 2021, by the following vote of the City Council:

**AYES:** Montañez, Pacheco, Mendoza, Ballin - 5

**NAYS:** None

**ABSENT:** Rodriguez - 1

**ABSTAINED:** None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 2<sup>nd</sup> day of March 2021.

  
\_\_\_\_\_  
Julia Fritz, City Clerk

**CITY OF SAN FERNANDO  
FORTY-SEVENTH PROGRAM YEAR (FY 2021-2022)**

**COMMUNITY DEVELOPMENT BLOCK GRANT  
APPROVED PROJECTS- UPDATED**

<b>SUBMITTING ORGANIZATION</b>	<b>PROJECT TITLE</b>	<b>FY 2021-2022 CDBG Allocation</b>
<b>CITY OF SAN FERNANDO Community Development</b>	<b>Water/Sewer Utility Assistance Program</b>	<b>\$45,980</b>
<b>CITY OF SAN FERNANDO Community Development</b>	<b>Business Grant Program</b>	<b>\$183,925</b>
<b>TOTAL</b>		<b>\$229,905</b>

# THE CITY OF SAN FERNANDO

## CITY COUNCIL

MAYOR  
MARY MENDOZA

VICE MAYOR  
HECTOR A. PACHECO

COUNCILMEMBER  
SYLVIA BALLIN

COUNCILMEMBER  
CINDY MONTAÑEZ

COUNCILMEMBER  
CELESTE T. RODRIGUEZ

### NOTICE OF PUBLIC HEARING

BY THE CITY COUNCIL OF THE CITY OF SAN FERNANDO TO  
CONDUCT A PUBLIC HEARING TO ADOPT A RESOLUTION TO  
CONSIDER APPROVING THE USE OF FISCAL YEAR 2022-23  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO  
CREATE A PERSONAL FINANCIAL LITERACY PROGRAM FOR  
SAN FERNANDO RESIDENTS

NOTICE IS HEREBY GIVEN that the City Council of the City of San Fernando will conduct a Public Hearing on September 19, 2022, to consider adopting a resolution to approve the use of Fiscal Year 2022-2023 Community Development Block Grant (CDBG) funds for the purpose of creating a Personal Financial Literacy Program to be funded in the amount of \$15,000.

Project	Budget
Personal Financial Literacy Program	\$15,000

Copies of the staff report will be available for public review after 12:00 noon on Friday, September 16, 2022 on the City's website <https://ci.san-fernando.ca.us/> and at the City Clerk's Office, 117 Macneil Street, San Fernando, CA 91340. Questions may be referred to Julian Venegas, Director of Recreation and Community Services at [jvenegas@sfcity.org](mailto:jvenegas@sfcity.org).

The meeting will be held in the City Council Chamber, 117 Macneil Street, San Fernando, California 91340 on September 19, 2022 at 6:00 p.m. or as soon thereafter as the matter may be heard. At that time any interested person is welcome to attend and be heard on this matter.

Dated this 18th day of August 2022  
City of San Fernando, California

  
Julia Fritz, CMC  
City Clerk

RECREATION &  
COMMUNITY  
SERVICES  
DEPARTMENT

117 MACNEIL STREET  
SAN FERNANDO  
CALIFORNIA  
91340


(818) 898-1222

### AFFIDAVIT OF POSTING

I declare under penalty of perjury that I am employed by the City of San Fernando in the City Clerk Department and that I posted this document at City Hall, 117 Macneil Street, San Fernando, CA 91340

On 8-18-22 8:00am

(Date) (Time)

By   
(Signature)



LOS ANGELES COUNTY

# CDBG BULLETIN

COMMUNITY DEVELOPMENT COMMISSION • 2 Coral Circle • Monterey Park, California 91755

NUMBER: **09-0011**SUBJECT: **SUBRECIPIENTS AND VENDORS**DATE: **April 21, 2009**EFFECTIVE DATE: **IMMEDIATELY**PAGE **1** OF **5**

**TO: PARTICIPATING CITIES  
COMMUNITY-BASED ORGANIZATIONS  
COUNTY DEPARTMENTS  
OTHER PUBLIC AGENCIES**

This Bulletin supersedes *CDBG Bulletin No. 06-0021, Subrecipient Agencies and Consultants/Contractors*, and further clarifies the distinctions between a subrecipient and a vendor when an organization such as a Participating City, Community-Based Organization (CBO), County Department, or Other Public Agency (OPA) uses an outside entity to assist with the implementation of eligible activities under the Community Development Block Grant (CDBG) program. This distinction is important because subrecipients are subject to the same federal regulatory requirements as grantees and subgrantees, however, vendors must be selected through a competitive process.

## SUBRECIPIENTS

24 CFR 570.500 (c) defines a subrecipient as a public or private nonprofit agency, authority or organization, a for-profit entity authorized under Section 570.201 (o) receiving CDBG funds from the recipient (the Urban County), or another subrecipient (Participating City, CBO, OPA, or County Department) to undertake activities eligible for such assistance under subpart C of this part (CDBG Regulations). The term (subrecipient) includes a public agency designated by a unit of a general government to receive a loan guarantee under subpart M of this part, but does not include contractors providing supplies, equipment, construction, or services subject to the procurement requirements in 24 CFR 85.36 or 84.44, as applicable.

There are four (4) basic types of subrecipients:

- **Government Agencies** are public agencies, commissions, or authorities that are independent of the grantee's government. Examples include local governments, public housing authorities, park districts, school districts, and joint-power agencies.

*Strengthening Neighborhoods • Supporting Local Economies • Empowering Families • Promoting Individual Achievement*





Participating Agencies  
April 21, 2009  
Page 2

- **Private Nonprofit Entities** are typically corporations, associations, or agencies that are faith-based or community-based associations with nonprofit status under Internal Revenue Service (IRS) Section 501(c)(3). They have a board of directors and an executive director responsible for daily administration of policies set by the board.
- **Private For-profit Entities** can qualify as subrecipients when they assist micro-enterprises to facilitate economic development under 24 CFR 570.201(o).
- **Community-Based Development Organizations** are not considered subrecipients unless the grantee specifically designates these organizations as such.

#### **Characteristics of Subrecipients**

- Subrecipients may be selected by the grantee, subgrantee, or another subrecipient **without** using a competitive procurement process. There are no regulatory requirements governing how a subrecipient is chosen. However, the awarding organization should establish criteria for selecting subrecipients and for assessing risk;
- Subrecipients determine who is eligible to receive assistance;
- Subrecipients program performance is measured against the objectives of the CDBG program;
- Subrecipients generally have responsibility for programmatic decision-making;
- Subrecipients have responsibility for adherence to applicable CDBG and other federal program compliance requirements; and
- Subrecipients use federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

#### **Responsibilities of Pass-through Entities**

As stated above, subrecipients are subject to the same administrative requirements imposed on grantees and subgrantees. However, implementation of the eligible activities by subrecipients does not relieve the pass-through entity of its responsibilities. Therefore, pass-through entities that award grants to subrecipients must ensure compliance with the following CDBG program requirements:

## Participating Agencies

April 21, 2009

Page 3

- Pass-through entities must establish criteria for evaluating prospective subrecipients that are based upon the subrecipient's programmatic and financial capacity to carry out the proposed project and to comply with regulatory requirements;
- Subrecipient relationships must be documented in written agreements that meet the minimum requirements outlined in 24 CFR 570.503, *Agreements with Subrecipients*;
- Subrecipients are subject to federal regulations, including, the provisions of *Office of Management and Budget (OMB) Circulars A-133, Audits of States, Local Governments, Non-Profit Organizations, A-122, Cost Principles for Non-profit Organizations* or *A-87, Cost Principles for State, Local and Indian Tribal Governments*, as applicable;
- Pass-through entities are responsible for conducting monitoring of its subrecipients as required in 24 CFR Part 570.502, *Applicability of Uniform Administrative Requirements*, and *OMB Circular A-133*;
- Subrecipients must track and report all program income received to the awarding agency;
- When subrecipients contract for goods and services, they must procure those services following the federal procurement regulations outlined in 24 CFR Part 85.36 or 84.44, as applicable;
- Subrecipient billings must be based on actual costs incurred that can be supported with source documentation, such as timecards, payroll reports, invoices, contracts, and evidence of procurement; and
- During the selection of a subrecipient, it is important to look at the nature of the relationship and the pass-through entity's intended program goals for the subrecipient. Subrecipients are obligated to meet the grantee's program performance criteria and to reach targeted number of program beneficiaries on time and on budget.

## VENDORS

A vendor may be a for-profit or nonprofit entity, which is paid CDBG funds for goods and services it provides such as supplies, equipment, construction, or other services; however, payments are paid to the vendor as compensation for goods and services. A vendor hired by a governmental subrecipient such as a Participating City, County Department, or OPA, must be selected in accordance with the procurement requirements in 24 CFR 85.36, and a vendor hired by a non-governmental subrecipient, such as a CBO, must be selected in accordance with 24 CFR 84.44. Contractors and consultants are generally considered vendors.

Participating Agencies  
April 21, 2009  
Page 4

### Characteristics of Vendors

- Vendors provide goods and services without direct supervision by the procuring organization;
- Vendors provide the goods and services within normal business operations;
- Vendors provide similar goods or services to many different purchasers;
- Vendors operate in a competitive environment;
- Vendors provide goods or services that are ancillary to the operation of the federal program;
- Other than rules relating to bonding, insurance, prevailing wages, and other such provisions, most of the standard federal administrative and monitoring requirements (described in 24 CFR Parts 84 and 85, as applicable) do not apply to vendors, once the procurement process is complete;
- Vendors are not required to maintain documentation to support the billings to the pass-through entity. The billing method and rate must only be in accordance with the contractual agreement; and
- Certain types of vendor relationships, such as contractors and consultant services, must be documented in written agreements that include all necessary federal provisions and scope of work.

In general, the pass-through entity's compliance responsibility for vendors is only to ensure that the procurement, receipt, and payment for goods and services comply with laws, regulations, and the provisions of contracts or grant agreements. Program compliance requirements normally do not pass through to vendors.

There may be unusual circumstances or exceptions to the above-listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.

The U.S. Department of Housing and Urban Development (HUD) identifies other entities that can receive CDBG funds, but are not considered a subrecipient or a vendor. Some examples of these entities include:

- A homeowner or a landlord (either nonprofit or for-profit) of housing receiving a rehabilitation loan or grant as authorized under 24 CFR 570.202(b)(1);
- A for-profit business receiving a loan for an economic development activity under 570.203(b); and

Participating Agencies  
April 21, 2009  
Page 5

- An individual, nonprofit organization, or a business receiving relocation payments and other relocation assistance under 570.201(i).

A flowchart summarizing the procurement and contracting applicable to subrecipients and vendors is attached for your reference. Additional information on managing subrecipients can also be found on HUD's website at:

<http://www.hud.gov/offices/cpd/communitydevelopment/library/subrecipient/index.cfm>.

If you have any questions concerning these requirements or would like to schedule a Technical Assistance meeting to further discuss these issues, please contact the Financial Review and Management Team.

Sincerely,



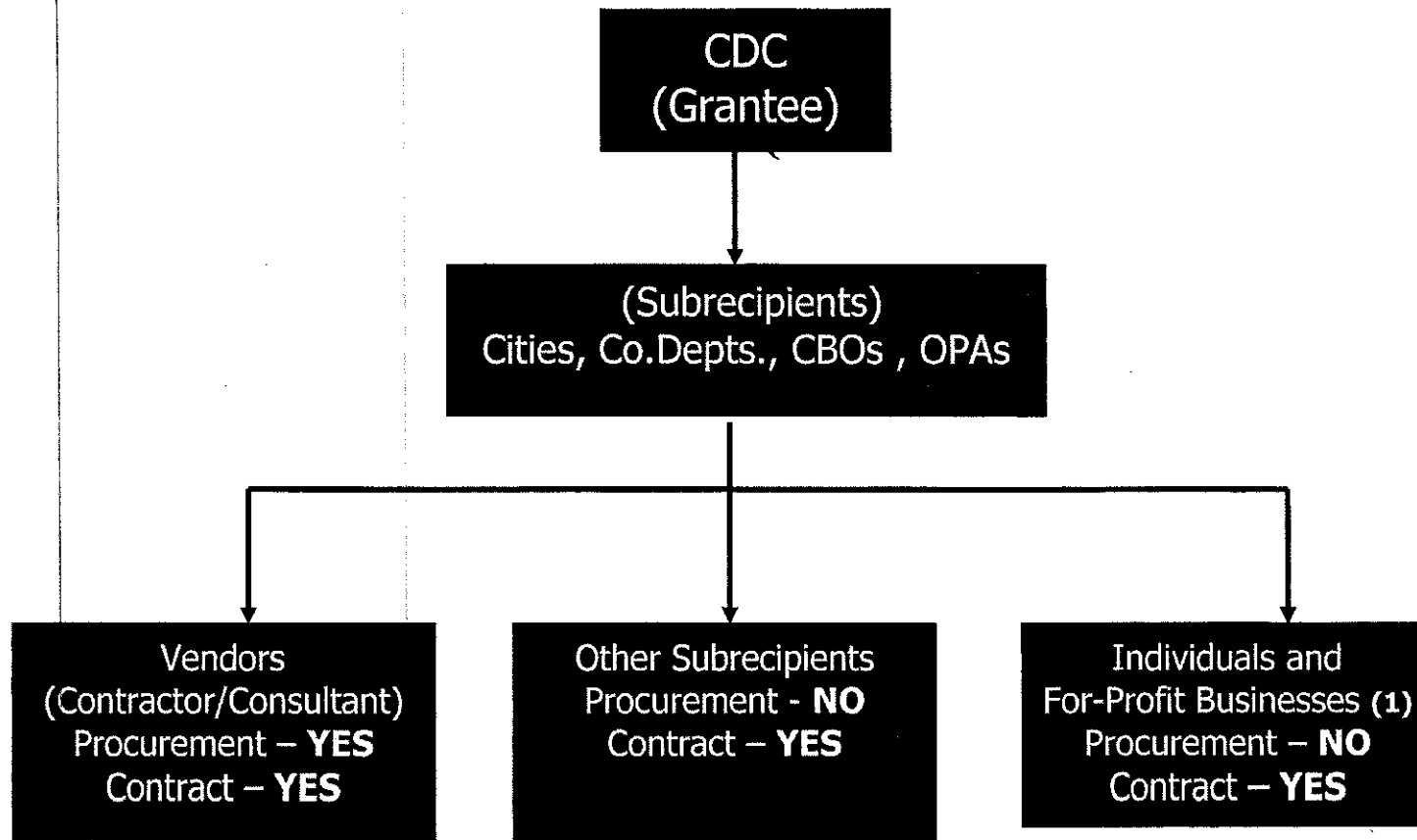
TERRY GONZALEZ, Director  
Community Development Block Grant Division

TG:NS:ab  
Cdbg\teamfrmt\Bulletins\Subrecipient-Vendor Differences

Attachment

# **SUBRECIPIENTS AND VENDORS**

## **Procurement and Contracting Requirements**



**(1) Individuals and for-profit businesses receiving CDBG funds are neither subrecipients nor contractors. Procurement does not apply.**

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## AGENDA REPORT

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**To:** Mayor Mary Mendoza and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erica D. Melton, Director of Finance/City Treasurer

**Date:** September 19, 2022

**Subject:** A Public Hearing to Consider Adopting a Resolution Establishing Annual Repayment Terms for the \$200,000 Community Development Block Grant Revolving Grant Fund Loan Received from the Los Angeles County Development Authority for the Small Business Grant Program

### RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Resolution No. 8179 (Attachment "A") approving annual repayment terms for the \$200,000 Community Development Block Grant (CDBG) Revolving Grant Fund Loan received from the Los Angeles County Development Authority (LACDA) for the Small Business Grant Program to assist San Fernando Businesses;
- c. Authorize the City Manager to execute the County of Los Angeles CDBG Reimbursable Contract with Participating City Amendment Number 1 (Exhibit "A" to Attachment "A" – Contract No. 2108(a)); and
- d. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Development Authority for approval.

### BACKGROUND:

1. On March 1, 2021, the City Council adopted Resolution No. 8060 approving the allocation of CDBG Funds for Fiscal Year (FY) 2021-2022 toward the Business Assistance Program (\$183,925) and Water Bill Assistance Program (\$45,980).
2. On June 22, 2021, the Director of Finance executed a Reimbursable Contract for the CDBG Program between the County of Los Angeles and the City of San Fernando (Participating Agency) for FY 2021-2022.

**A Public Hearing to Consider Adopting a Resolution Establishing Annual Repayment Terms for the \$200,000 Community Development Block Grant Revolving Grant Fund Loan Received from the Los Angeles County Development Authority for the Small Business Grant Program**

Page 2 of 3

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3. In January 2022, the City received the projected FY 2022-2023 CDBG allocation from LACDA, which is \$225,000.
4. On January 18, 2022, the City Council approved reallocating unspent CDBG Funds for FY 2021-2022 to the Business Assistance Program and participate in the LACDA's Small Business Grant Program that provides \$10,000 grants to eligible small businesses in San Fernando. The total amount of funding reallocated to this program was \$219,128 to fund approximately 21 grants.
5. From February 28, 2022 to March 4, 2022, LACDA received more than 235 intake forms from San Fernando businesses for the Small Business Grant Program.
6. On March 3, 2022, staff was notified that LACDA did not have plans to administer another round of Small Business Grants; however, there was an opportunity to drawdown from LACDA's Revolving Loan Fund to access the City's FY 2022-2023 CDBG allocation to increase the amount of funding available through the Small Business Grant Program.
7. On March 8, 2022, the COVID-19 Relief Program Ad Hoc Committee (Pacheco, Rodriguez) met to discuss the FY 2022-2023 CDBG allocation and developed a consensus recommendation to City Council to authorize \$200,000 from FY 2022-2023 CDBG allocation toward the current Small Business Grant Program.
8. On March 21, 2022, the City Council approved a drawdown of \$200,000 from the LACDA CDBG Revolving Grant Fund to allocate toward the City's Small Business Grant Program using the City's FY 2022-2023 CDBG funds to repay the Revolving Grant Fund.

**ANALYSIS:**

The federal CDBG Program supports community development activities to build stronger and more resilient communities. To support community development, activities are identified through an ongoing process. Activities may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, public services, clearance/acquisition, microenterprise assistance, code enforcement, homeowner assistance, etc.

Based on available funding for the Small Business Grant program approved by City Council in January 2022, the City only had funding to provide \$10,000 grants to approximately 10% of the businesses that completed an intake form. Due to the large demand for the program, staff contacted LACDA to inquire about the opportunity to increase the amount of CDBG funding available for the Small Business Grant program.

**A Public Hearing to Consider Adopting a Resolution Establishing Annual Repayment Terms for the \$200,000 Community Development Block Grant Revolving Grant Fund Loan Received from the Los Angeles County Development Authority for the Small Business Grant Program**

Page 3 of 3

LACDA indicated that San Fernando may continue in support of business grants by participating in the Revolving Grant Fund Program to access an advance portion of the City's FY 2022-2023 CDBG allocation. On March 21, 2022, City Council agreed it would be in the best interest of the City to allocate \$200,000 of the City's 2022-2023 CDBG funds toward the current Small Business Grant program, which has enabled an increase in the number of grants available to San Fernando businesses from 21 to approximately 40. Through this initiative, a total of \$400,000 in CDBG funds will be dispersed to San Fernando businesses.

**Procedure.**

In order to receive federal CDBG funds through LACDA and participate in the Revolving Grant Fund, the City must submit an adopted City Council Resolution or approved City Council meeting minutes to LACDA conveying the City's intended allocations. This Public Hearing has been noticed by posting to the City Hall bulletin board (see Attachment "C").

**BUDGET IMPACT:**

CDBG funds must be used to serve low- and moderate-income area of the community and assist with economic recovery. The City Council approved \$200,000 from the Revolving Grant for the Small Business Grant Program, some of which was used to fund a portion of the Fiscal Year (FY) 2021-2022 Program to provide more immediate assistance to San Fernando businesses. LACDA requires that \$75,000 be repaid from the City's FY 2022-2023 CDBG allocation and the remaining balance of \$125,000 be repaid from the City's FY 2023-2024 CDBG allocation:

<b>Repayment Period</b>	<b>Payment Amount</b>	<b>Account</b>
Fiscal Year 2022-2023	\$ 75,000	026-420-0185-4270
Fiscal year 2023-2024	\$125,000	026-420-0185-4270

**CONCLUSION:**

Staff recommends that the City Council adopt a Resolution approving the repayment terms for the \$200,000 Community Development Block Grant (CDBG) Revolving Grant Fund Loan received from the Los Angeles County Development Authority (LACDA) for the Small Business Grant Program to assist San Fernando Businesses.

**ATTACHMENTS:**

- A. Resolution 8179, including:  
Exhibit A: Contract No. 2108(a)
- B. Contract No. 2108
- C. Notice of Public Hearing

**RESOLUTION NO. 8179**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING ANNUAL REPAYMENT TERMS FOR THE \$200,000 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REVOLVING GRANT FUND LOAN RECEIVED FROM THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) FOR THE SMALL BUSINESS GRANT PROGRAM TO ASSIST SAN FERNANDO BUSINESSES**

**WHEREAS**, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

**WHEREAS**, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

**WHEREAS**, during Fiscal Year (FY) 2021-2022, the City of San Fernando received an additional \$200,000 from the CDBG Revolving Grant Loan Fund (Grant Fund) for its Small Business Grant Program Project; and

**WHEREAS**, LACDA requires that the City of San Fernando adopt a Resolution approving the repayment terms of the Grant Fund.

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

**SECTION 1.** The above recitals are all true and correct.

**SECTION 2.** The City approves the repayment terms of the Grant Fund (Exhibit "A") as follows:

- a. Beginning in FY 2022-2023, the City will repay \$75,000 to the Grant Fund. The funds will be transferred from the City's annual allocation.
- b. That City will repay the \$125,000 remaining Grant Fund balance during FY 2023-24. The funds will be transferred from the City's annual allocation.
- c. If the CDBG program is terminated, outstanding grant amounts will be forgiven.



**PASSED, APPROVED, AND ADOPTED** this 19<sup>th</sup> day of September 2022.

---

Mary Mendoza, Mayor of the City of  
San Fernando, California

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8179 which was regularly and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 19<sup>th</sup> day of September 2022, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of September, 2022.

---

Julia Fritz, City Clerk

**COUNTY OF LOS ANGELES**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**REIMBURSABLE CONTRACT WITH PARTICIPATING CITY**  
**AMENDMENT NUMBER 1**

CITY: SAN FERNANDO

CONTRACT NUMBER: 70745

THIS AMENDMENT NUMBER 1 (Amendment) TO CONTRACT 70745 is made this 5<sup>th</sup> day of April , 2022 by and between the County of Los Angeles (County), acting by and through the Los Angeles County Development Authority (Authority) and City of San Fernando (Operating Agency).

WITNESSETH THAT:

WHEREAS, the County has entered into a Contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute the County's CDBG Program; and

WHEREAS, the County and the Operating Agency previously entered into a Community Development Block Grant Program (CDBG Program) Reimbursable Contract with the Operating Agency, Contract Number 70745 dated July 1, 2021, and any subsequent amendments;

WHEREAS, the Operating Agency received on July 1, 2021, \$225,607 as part of the CDBG Program; and

WHEREAS, the Operating Agency wishes to receive an additional \$200,000 from the CDBG Revolving Grant Fund (Grant Fund) for its *Small Business Grant Program Project*.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

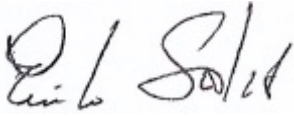
1. Incorporation of Recitals. The terms set forth in the Recitals above are hereby incorporated by this reference as if set forth in full herein.
2. Beginning in FY 2022-2023, the City will repay a minimum of \$75,000 to the Grant Fund. The funds will be transferred from the City's annual allocation each year until repaid. The City may request transfer of an additional amount from their funding pool to the Grant Fund at any time upon notifying the Authority. The amount transferred will be indicated in a Reimbursable Contract Amendment.

3. If the CDBG program is terminated, outstanding grant amounts will be forgiven.
4. **Section 5, COMPENSATION AND METHOD OF PAYMENT** has been amended as follows: to show a revised compensation amount of Four Hundred Twenty-Five Thousand Six Hundred Seven Dollars and Zero Cents (\$425,607). This is an increase of Two Hundred Thousand Dollars and Zero Cents (**\$200,000.00**) to the contract amount.
5. All other terms and conditions of said Contract shall remain the same.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment No. 1 to be subscribed by the Executive Director of the Los Angeles County Development Authority, and the Operating Agency has subscribed the same through its duly authorized officers, on the day, month and year first above written.

LOS ANGELES COUNTY DEVELOPMENT  
AUTHORITY

CITY OF SAN FERNANDO  
Operating Agency

BY:   
EMILIO SALAS, Executive Director  
Los Angeles County Development Authority

BY: \_\_\_\_\_

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

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
Acting County Counsel

APPROVED AS TO PROGRAM:  
EMILIO SALAS, Executive Director  
Los Angeles County Development Authority

BY:   
Deputy

BY:   
Director, Community Development Division

**REIMBURSABLE CONTRACT**  
**FOR THE**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**AND A**  
**PARTICIPATING CITY**



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**COUNTY OF LOS ANGELES  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
REIMBURSABLE CONTRACT  
WITH A  
PARTICIPATING CITY  
TABLE OF CONTENTS**

Recitals	Page 1
Contract Administration, Scope of Services, Agreement to Implement, and Time of Performance	Pages 1-2
Compensation and Method of Payment	Page 2
Compliance with Federal, State & Local Laws	Pages 2-7
Lobbying Certifications & Termination for Failure to Comply with Federal and County Lobbyist Requirements	Pages 7-8
General Provisions & Requirements	
- Confidentiality of Reports	Page 8
- Contract Work Hours & Safety Standards Act; and Accident Prevention	Page 8
- Severability, Interpretation, Waivers	Pages 8-9
- Program Evaluations and Review	Page 9
- Reports and Records	Page 9
Financial Provisions & Requirements	
- Accounting	Page 9
- Expenditure Standards	Page 10
- Program Income	Page 10
- Use of Funds	Page 10
- Disallowed Costs	Page 10
- Audits	Pages 10-11
- Audit Exceptions	Page 11
- Nonexpendable Property	Pages 11-12
- Purchase or Lease of Nonexpendable Property	Page 12
- Revenue Disclosure Requirement	Page 12
- Joint Funding	Page 13
- Reversion of Assets	Page 13
- Fiscal Limitations	Pages 13-14
- Financial Closeout Period	Page 14
Federal, State, County Provisions & Other Requirements	
- Notice To Employees Regarding the Federal Earned Income Credit	Page 14
- Affirmative Action	Page 14
- Discrimination	Page 14
- Time of Performance Modifications	Page 15
- Independent Contractor	Page 15
- Employees of Operating Agency	Page 15
- Assignment	Pages 15-16

- Subcontracting	Pages 16-17
- Amendments/Variations	Page 17
- Notices	Page 17
- Certification Prohibiting Use of Excessive Force	Page 17
- Drug-Free Workplace	Pages 18-19
- Residential Antidisplacement and Relocation Assistance	Page 19
- Section 3	Pages 19-21
- County's Quality Assurance Plan	Page 21
- Insurance	Page 21
- Failure to Procure Insurance	Page 22
- Indemnification	Page 22
- Termination for Improper Consideration (Gratuities)	Page 22
- Termination for Cause	Pages 22-23
- Termination for Convenience	Page 23
- Conflict of Interest	Pages 23-24
- Use of Recycled-Content Paper Products	Page 24
- Architectural Barriers Act and the Americans with Disabilities Act	Page 24
- Construction/Rehabilitation Projects	Page 25
- Contractor Responsibility and Debarment	Pages 25-26
- Copeland "Anti-Kickback" Act	Pages 26-27
- Davis Bacon Act	Page 27
- Patent Rights	Page 27
- Operating Agency's Warranty of Adherence to County's Child Support Compliance Program	Page 27
- Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	Page 27
- Post Most Wanted Delinquent Parents List	Pages 28
- Notice To Employees Regarding Safely Surrendered Baby Law	Page 28
- Operating Agency's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law	Page 28
- Photographs, Footage, and Other Media Material	Page 28
- Operating Agency's Warranty of Compliance with County's Defaulted Property Tax Reduction Program	Pages 28-29
- Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	Page 29
- Compliance with County's Zero Tolerance Human Trafficking	Page 29
- Clean Air Act	Page 29
- Energy Policy and Conservation Act	Page 29
- Warranty of Authority	Page 30
- Entire Contract	Page 30

**COUNTY OF LOS ANGELES  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
REIMBURSABLE CONTRACT  
WITH PARTICIPATING CITY**

**CONTRACT NUMBER: 70745**

THIS REIMBURSABLE CONTRACT (Contract) is made and entered into this 1st day of July, 2021, by and between the County of Los Angeles, hereinafter called the "County," acting by and through the Los Angeles County Development Authority (LACDA), and the City of San Fernando, hereinafter called the "Operating Agency."

**WITNESSETH THAT:**

**WHEREAS**, the County has entered into a contract with the United States of America, through its U.S. Department of Housing and Urban Development (HUD), to execute the County's Community Development Block Grant (CDBG) Program (Program) under the Housing and Community Development Act of 1974, as amended, hereinafter called the "Act";

**WHEREAS**, California Government Code Section 53703 authorizes the County and Operating Agency to enter into this Contract in furtherance of the Program;

**WHEREAS**, pursuant to California Government Code Section 31000 and Health and Safety Code Section 34149, the County may enter into an agreement with the LACDA to provide specialized functions on behalf of the County; and

**WHEREAS**, the Operating Agency desires to participate in said Program,

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. CONTRACT ADMINISTRATION. The LACDA, through its Executive Director (LACDA) or his/her designee, shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein. Any references to the County shall also refer to the LACDA acting as the agent of the County in the administration of this Contract.
2. SCOPE OF SERVICES. The Operating Agency is to perform services consistent with the goals and objectives set forth in the Housing and Community Development Consolidated Plan (HCDCP), adopted by the County Board of Supervisors on May 22, 2018, or any amendment or successor thereto, which is incorporated herein by this reference.
3. AGREEMENT TO IMPLEMENT. The Operating Agency is eligible for reimbursement for a project implemented under this Contract only after an Agreement to Implement (ATI), accompanied by detailed Project Descriptions and

Budgets for each project funded, are developed to the satisfaction of the Executive Director, or his/her designee, and is executed by both the Executive Director, or his/her designee, and the Operating Agency. This Contract shall consist of this document, the ATI, and attachments: Exhibit A(s), Project Descriptions and Activity Budgets, and Exhibit B, Insurance Requirements.

4. TIME OF PERFORMANCE. The Operating Agency shall commence services no sooner than the date first written above and shall complete same by no later than June 30, 2022. Specified project start and completion dates shall be a part of the ATI procedure described above for initiating the project(s).
5. COMPENSATION AND METHOD OF PAYMENT. For satisfactory performance under this Contract, the County shall reimburse the Operating Agency an amount not to exceed Two Hundred Twenty-Five Thousand Six Hundred Seven Dollars and Zero Cents (\$225,607.00), which shall constitute full and complete compensation hereunder for the implementation of this Contract. Said compensation will only be paid out of funds received by the County from the Federal government under the Act, or from program income, as described in 2 CFR Part 200 Subpart D 200.307 and 24 CFR Section 570.504, accumulated under said program, for allowable costs actually paid for the expressed purposes specified. The parties understand and agree that such compensation, if any, shall be conditioned upon receipt of said funds by the County from the Federal government or accumulation of program income from said program, and shall not be a charge against any other funds of the County. Further, such funds, if any, shall be paid only after development and execution of the ATI(s) necessary to implement the project(s) covered by this Contract and submission and approval of the electronic payment request form. This payment request form must be submitted on a minimum of a bi-monthly basis as specified and provided by the County. The Operating Agency shall bill for expenditures on a reimbursable basis for each project for which an ATI has been executed. After timely receipt and approval of each payment request form, the County will draw a check in favor of the Operating Agency in the approved amount. After the expiration of the financial closeout period, those funds not paid under this Contract, if any, will be returned to the Operating Agency's un-programmed funds.

The Operating Agency shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Operating Agency after the expiration or other termination of this Contract. Should the Operating Agency receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration and/or termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Operating Agency. This provision shall survive the expiration or other termination of this Contract.

6. COMPLIANCE WITH LAWS. All parties agree to be bound by all applicable Federal, State, and local laws, ordinances, regulations, and directives as they pertain

to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR Part 570; 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Executive Order 12372; the County Auditor-Controller Contract Accounting and Administration Handbook; and all amendments or successor laws, regulations, or guidelines thereto (hereinafter called the "Laws, Regulations and Guidelines"). The Operating Agency has, and shall maintain, copies of the Laws, Regulations and Guidelines. Furthermore, the Operating Agency acknowledges that it has read and understands the Laws, Regulations, and Guidelines.

As required by 2 CFR Part 200 Section 200.414, the Operating Agency may charge an indirect cost rate to this contract that is based on:

- a. The negotiated indirect rate approved by its cognizant agency for the Fiscal Year applicable to this contract; or
- b. If the Operating Agency receives less than \$35 Million in Federal funding and has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR Part 200.68.

The Catalogue of Federal Domestic Assistance (CFDA) number assigned to the Community Development Block Grant Program is 14.218 and the Federal Award Identification Number (FAIN) assigned to the County is B-21-UC-06-0505. The Federal Award date is effective July 1, 2021 and is authorized upon signature of the designated HUD Official.

The Operating Agency is required by the County to register and maintain an active Unique Entity Identifier (also known as the Data Universal Numbering System (DUNS) number) in order to apply for, receive, implement, and report on a Federally-funded program. Furthermore, the County certifies that it has received and maintains an active Unique Entity Identifier number for each Agency.

The Operating Agency shall comply with all applicable uniform administrative requirements. The Operating Agency shall carry out each activity in compliance with all applicable Federal laws and regulations described in 24 CFR Part 570 Subparts J and K, and 2 CFR Part 200, except that:

- a. The Operating Agency does not assume the County environmental responsibilities described in 24 CFR Section 570.604, and 24 CFR Part 58.1; and;
- b. The Operating Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.



The Operating Agency agrees to be bound by applicable Federal, State and local laws, regulations, and directives as they pertain to the performance of the Contract, including, but not limited to, Sections a-j below. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzales National Affordable Housing Act, 1990 and 2 CFR, Part 200.

- a. The Operating Agency shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. The Operating Agency shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- c. The Operating Agency shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disability.
- d. The Operating Agency shall comply with 24 CFR Part 5, including non-discrimination and equal opportunity requirements at 24 CFR 5.105(a). Furthermore, the Operating Agency shall comply with 24 CFR Parts 5 and 203, which prohibit discrimination in HUD-funded programs based upon sexual orientation or gender identity. The rule precludes owners and operators of HUD-assisted housing or housing who's financing is insured by HUD from inquiring about the sexual orientation or gender identity of an applicant or occupant.
- e. The Operating Agency shall ensure equal opportunity, in the award and performance of any contract, to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.
- f. During the performance of this contract, the Operating Agency agrees as follows:
  - i. The Operating Agency shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 on October 13, 1967 and

supplemented in Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Contract, the Operating Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Operating Agency will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operating Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

- ii. The Operating Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Operating Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. The Operating Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Operating Agency's contracting officer, advising the labor union or worker's representative of the Operating Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The Operating Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- v. The Operating Agency will furnish all information and reports required by the Executive Orders and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the LACDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event that the Operating Agency fails to comply with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Operating Agency may be declared ineligible for further Government contracts in accordance

with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- vii. The Operating Agency will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each subcontractor or vendor. The Operating Agency will take such actions with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Operating Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, the Operating Agency may request the United States to enter into such litigation to protect the interests of the United States.
- g. The Operating Agency shall comply with Executive Order 13166, titled "Improving Access to Services by Persons with Limited English Proficiency." Executive Order 13166 requires that Federally assisted agencies make reasonable efforts to provide language assistance to ensure meaningful access for Limited English Proficiency (LEP) persons to the agency's programs and activities. HUD guidelines on LEP were published in the Federal Register on January 22, 2007 and were effective February 21, 2007. These HUD guidelines should be applied to Federally subsidized housing, programs, and other services which may be contracted out to other contractors.
- h. Should the Operating Agency require additional or replacement personnel after the effective date of this Contract, the Operating Agency shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Operating Agency shall contact the County's GAIN Program at (877) 292-GAIN (4246) and the GROW Program at (866) 488-8482 for further information on the GAIN/GROW participants by job category.
- i. The Operating Agency is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using Federally-appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract,

the making of any Federal grant, loan, or cooperative Contract, and any extension, continuation, renewal, amendment, or modification of said documents.

Should the Operating Agency or persons/subcontractors acting on behalf of the Contract fail to fully comply with the Federal Lobbyist Requirements civil penalties shall result.

- j. The Operating Agency and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Operating Agency, shall fully comply with the requirements as set forth in said County Code Chapter.

7. LOBBYING CERTIFICATIONS. With regard to the certification for contracts, grants, loans, and Cooperative Agreements, the undersigned certify, to the best of their knowledge and belief, that:

- a. The Operating Agency is familiar with the Los Angeles County Code Chapter 2.160 and assures the County that all persons acting on behalf of the Operating Agency will comply with the County Code.
- b. The Operating Agency is familiar with the Federal Lobbyist Requirements and assures the County that all persons and/or subcontractors acting on behalf of the Operating Agency will comply with the Federal Lobbyist Requirements.
- c. No Federally-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- d. If any funds other than Federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- e. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-

contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

8. TERMINATION FOR FAILURE TO COMPLY WITH FEDERAL AND COUNTY LOBBYIST REQUIREMENTS. Failure on the part of the Operating Agency and/or its Lobbyist(s) to fully comply with said Federal and County Lobbyist requirements shall constitute a material breach of the Contract upon which the County may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.
9. CONFIDENTIALITY OF REPORTS. The Operating Agency shall keep confidential all reports, information, and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation, or entity without the prior written consent of the County.
10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT; AND ACCIDENT PREVENTION. The Operating Agency shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision in compliance with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor Regulations (29 CFR Part 5).

The Operating Agency shall also comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The Operating Agency shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal, and real property in connection with the performance of this Contract.
11. SEVERABILITY. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair, or invalidate any other provisions contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

12. INTERPRETATION. No provision of this Contract shall be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if both parties drafted it hereto.
13. WAIVERS. No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this section 13 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
14. PROGRAM REVIEW AND EVALUATION The County will monitor, evaluate, and provide guidance to the Operating Agency in the performance of the CDBG Program. Reviews will focus on the extent to which the planned CDBG Program has been implemented and measurable goals achieved, effectiveness of the program management, and impact of the program.

The Operating Agency shall make available for inspection to authorized County and HUD personnel and their agents, for a total of five (5) years from the expiration date of this Contract, all records, including financial, pertaining to its performance under this Contract, and allow said County and HUD personnel and agents to inspect and monitor Operating Agency's facilities and program operations, and interview Operating Agency staff and program participants, as required by the County and/or HUD.

The Operating Agency agrees to submit all data that are necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) and monitor program accountability and progress in accordance with HUD requirements in the format and at the time designated by the LACDA, through its Executive Director or his/her designee.

Failure of the Operating Agency to comply with the requirements of this Section shall constitute a material breach of the Contract upon which the LACDA, through its Executive Director, or his/her designee, may cancel, terminate, or suspend this Contract.

15. REPORTS AND RECORDS. The Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation, or other reports required by the County. The Operating Agency shall maintain and permit onsite inspections of such property, personnel, financial, and other records and accounts as are considered necessary by the County to assure proper accounting for all Contract funds during the term of this Contract and for a total of five (5) years thereafter. The Operating Agency will ensure that its employees, agents, City Council members, officers, and board members furnish such information which, in the judgment of County representatives, may be relevant to a question of compliance with contractual



conditions, with County or HUD directives, or with the effectiveness, legality, and achievements of the program.

16. ACCOUNTING. The Operating Agency shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor-Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Sections 5 and 29 of this Contract.

17. EXPENDITURE STANDARDS. The Operating Agency shall not have more than 150% of its allocation for the current year unexpended after March 31 of each program year. An Operating Agency's failure to meet this standard constitutes noncompliance with the Performance Policy and may result in reductions to the Operating Agency's current un-programmed funds and/or subsequent annual allocations to ensure that the expenditure standard is met.

Changes in the grant allocation will be made following completion of the appeals process as outlined in the CDBG Participating Cities Drawdown Performance Policy and Appeals Process. The County reserves the right to make the final determination, in its sole discretion, as to the amount of reduction of the Operating Agency's grant allocation, if any.

18. PROGRAM INCOME. Program Income shall be returned monthly for the duration of this Contract. Upon termination of this Contract, the County reserves the right to determine the final disposition of any program income, as described in 2 CFR, Part 200, Subpart D 200.307 and 24 CFR 570.504, accumulated under the project(s) set forth in Exhibit A. Said disposition may include the County taking possession of said program income.

19. USE OF FUNDS. All funds approved under this Contract shall be used solely for costs approved in the project budget(s) for the ATI(s) under this Contract. Contract funds shall not be used as a cash advance between contracts, as security to guarantee payments for any non-program obligations, or as loans for non-program activities. Separate financial records shall be kept for such funding source(s) and program.

20. DISALLOWED COSTS. If the Operating Agency has failed to return unexpended funds or funds spent for disallowed costs related to any CDBG contract it has with the County, the County may withhold and offset payments to be made to the Operating Agency under this Contract.

21. AUDITS. The Operating Agency shall make available for inspection and audit to authorized County and HUD personnel and their agents, for a total of five (5) years from the expiration date of this Contract, and allow said County and HUD personnel and agents to inspect and audit all of its books and records relating to the operating

of each project or business activity which is funded in whole, or in part, with Federal or State grant monies, including the project(s) under this Contract.

Failure of the Operating Agency to comply with the requirements of this Section shall constitute a material breach of this Contract upon which the LACDA, through its Executive Director, may cancel, terminate, or suspend this Contract.

22. AUDIT EXCEPTIONS. The Operating Agency agrees that in the event that the program established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of the County's liability to the funding agency resulting from such audit exceptions.
23. NONEXPENDABLE PROPERTY. Nonexpendable property means leased or purchased tangible personal property, included, but not limited to a vehicle, office equipment, etc. having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Nonexpendable property shall also include, but not limited to real property, and any interest in real property (including any mortgage or other encumbrance of real property).

Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In the event that the Contract is terminated, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with CDBG funds, including funds derived there from. Said disposition may include taking possession of said nonexpendable property.

The Operating Agency shall maintain up-to-date inventory records, listing all non-expendable property with an acquisition cost of \$5,000 or more that it has leased or purchased during the term of this Contract. The following items should be included in the list: description of property, serial or ID number, source of funds that purchased the item, including the Federal Award Identification Number (FAIN), which is B-21-UC-06-0505, owner of property, date of purchase, total cost, percentage of cost paid with CDBG and/or other Federal monies, location, condition and use of property, date of disposal, sale price or method used to determine the current market value, name of the individual completing the inventory, and the date the inventory was taken or updated. The Operating Agency shall conduct a physical inventory of the nonexpendable property at least once a year, reconcile the inventory with its property records, and maintain these records for five (5) years after the termination or expiration of this Contract.

In the event there is a change of use or disposition of the property during the term of this Contract, except in the case of real property in excess of \$25,000, if the market value of the property is over \$5,000, the Operating Agency shall immediately pay to the County a pro-rata share of the current market value of the property, or proceeds

from the sale. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.

If there is a residual inventory of unused supplies, upon termination or completion of the project or termination or expiration of this Contract, with a current aggregate market value exceeding \$5,000 and if the supplies are not needed for any other federally sponsored program(s) or project(s), the Operating Agency shall immediately pay the County for its pro rata share of the current aggregate market value or proceeds from the sale calculated at the percentage of the purchase price paid with CDBG funds. The Operating Agency shall obtain prior approval of the County and otherwise comply with all applicable laws and regulations prior to utilizing the supplies for any other federally sponsored program(s) or project(s).

24. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. The Operating Agency may use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that procurement procedures conform to applicable Federal law and the standards identified in 2 CFR Part 200, Subpart D 200.318-200.326.

All procurement transactions must be conducted in a manner providing for full and open competition consistent with the standards of 2 CFR Part 200 Section 200.319 and Section 200.320, Methods of Procurement to be followed. Whenever possible, the Operating Agency must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used.

25. REVENUE DISCLOSURE REQUIREMENT. Upon request, the Operating Agency shall file with the County a written statement listing all revenue received, or expected to be received, by the Operating Agency from all funding sources applied for, or expected to be applied for, to offset, in whole or in part, any of the costs incurred by the Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every funding source for each such project or business activity, and the full name and address of each funding source. The Operating Agency shall make available for inspection and audit to the County's representatives, upon request, at any time during the duration of this Contract, and for a period of five (5) years thereafter, all of its books and records relating to the operation of each project or business activity which is funded in whole or in part with all funding sources including the project(s) funded under this Contract, whether or not such monies are received through the County. All such books and records shall be maintained by the Operating Agency at a location in Los Angeles County.

Failure of the Operating Agency to comply with the requirements of this Section of this Contract shall constitute a material breach of this Contract upon which the County may immediately cancel, terminate, or suspend this Contract.

26. JOINT FUNDING. For projects in which there are sources of funds in addition to CDBG funds, the Operating Agency shall provide proof of such other funding upon request. The County shall not pay for any costs incurred by the Operating Agency, which are funded by other sources. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting, and reporting, apply to the total project regardless of funding source. Separate financial records shall be kept for each funding source and program.
27. REVERSION OF ASSETS. Upon expiration or termination of this Contract, the Operating Agency shall immediately transfer to the County any remaining CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds. Any real property under the Operating Agency's ownership or possession that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:
- a. Used to meet one of the national objectives in 24 CFR Section 570.208 for five (5) years following the close-out of the CDBG grant from which assistance to the property was provided after expiration of this Contract (24 CFR Section 570.505), or such longer period of time as may be specified in the Exhibit A; or
  - b. Disposed of in a manner, which results in the County being reimbursed in the amount of the current market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in subparagraph a. above.

The Operating Agency shall maintain the use of the real property and documentation verifying compliance with the national objective for a period of five (5) years after closeout of this project. The Operating Agency must submit to the County a completed certification form verifying that the real property is used exclusively for the eligible use and purpose as provided in the Exhibit A. This form shall be submitted on an annual basis, when requested, beginning in year two (2) and for a period of five (5) years after closeout of the project. In case of a change of use or disposition, the County must be reimbursed for the market value of the property at the time of disposition, or proceeds from the sale, less the pro rata share of expenditures made with non-CDBG funds to acquire or improve the property.

28. FISCAL LIMITATIONS. The United States of America, through HUD, may, in the future, place programmatic or fiscal limitation(s) on CDBG funds. Accordingly, the County reserves the right, in its sole discretion, to revise this Contract in order to take into account actions and events affecting CDBG program funding. In the event

of a CDBG funding reduction by HUD, the County may, in its sole discretion, reduce the compensation amount of this Contract in whole or in part, or may limit the rate of the Operating Agency's use of both its uncommitted and its unspent funds. The LACDA, through its Executive Director, or his/her designee, may act for the County in implementing and effecting such a reduction in the compensation amount of this Contract.

Where the LACDA, through its Executive Director, or his/her designee, has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of the Operating Agency, the LACDA, through its Executive Director, or his/her designee, may suspend this Contract for up to 60 days, upon three (3) days' notice to the Operating Agency pending an audit or other resolution of such questions. In no event, however, shall a revision made by the County affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with HUD cash withdrawal guidelines, and that CDBG funds are available to the County to satisfy such expenditures or legally binding commitments.

29. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to comply and complete all necessary financial close out procedures required by the County and, within a period of not more than 40 calendar days from the expiration date of this Contract. This time period will be referred to as the financial close out period. The County is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by the Operating Agency into other eligible activities. The County may request a final financial audit for activities performed under this Contract at the expiration of the financial close out period.
30. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT. The Operating Agency shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
31. AFFIRMATIVE ACTION. The Operating Agency shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, the Operating Agency shall make every effort to employ residents of the project area(s) specified in the ATI(s).
32. DISCRIMINATION. No person shall, on the grounds of race, gender, sexual orientation, creed, color, religion, national origin, age, or physical handicap, be

excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

33. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director, or his/her designee, may grant time of performance modifications to this Contract when such modifications:
- a. Are specifically requested by the Operating Agency;
  - b. Will not change the project goals or scope of services;
  - c. Are in the best interests of the County and the Operating Agency in performing the scope of services under this Contract;
  - d. Do not alter the total amount of compensation under this Contract; and
  - e. Are in writing prior to expenditures being made.
34. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venture partners, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever, including workers' compensation liability. The Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract.
35. EMPLOYEES OF OPERATING AGENCY. *Workers' Compensation:* The Operating Agency understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of the Operating Agency. The Operating Agency shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injuries arising from an accident connected with services provided to the County under this Contract.

*Professional Conduct:* The County does not and will not condone any acts, gestures, comments, or conduct from the Operating Agency's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The County will properly investigate all charges of harassment by residents, employees, or agents of the County against any and all Operating Agency's employees, agents, or subcontractors providing services for the County. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents, or



subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

36. ASSIGNMENT. The Operating Agency may not assign or subcontract any portion of this Contract without the express written consent of the County. Any attempt by the Operating Agency to assign or subcontract any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract, upon which the County may immediately terminate this Contract through the Executive Director.
37. SUBCONTRACTING. The requirements of this Contract may not be subcontracted by the Operating Agency without compliance of procurement standards and methods as outlined in 2 CFR Part 200 Subpart D Sections 200.318-200.326. Any attempt by the Operating Agency to subcontract without adherence to Federal regulations as required by the County may be deemed a material breach of this Contract.

If the Operating Agency desires to subcontract, the Operating Agency shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

The Operating Agency shall indemnify and cause the subcontractor(s) to indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Operating Agency's employees.

The Operating Agency shall remain fully responsible for all performances required of it under this Contract, including those that the Operating Agency has determined to subcontract, notwithstanding the County's approval of the Operating Agency's proposed subcontract.

The Operating Agency shall address administrative, contractual, or legal remedies for all contracts in instances where subcontractors violate or breach contract terms. The Operating Agency must provide sanctions and penalties as appropriate.

The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Operating Agency is responsible to notify its subcontractors of this County right.

The LACDA's Executive Director, or his/her designee, is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the LACDA, the

Operating Agency shall forward a fully executed subcontract to the County for their files.

The Operating Agency shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

The Operating Agency shall obtain and maintain on site certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The County may request copies of the certificates and endorsements required herein at any time. Failure by the Operating Agency to comply with the County's request may be deemed by the County as a material breach of this Contract.

38. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the agreement of the parties hereto. No oral agreement shall be binding upon the parties unless expressly stated herein. Except as provided herein, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both parties. All Amendments must be received by the County no more than 60 calendar days from the expiration date of this Contract.
39. NOTICES. All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

City of San Fernando  
117 N. Macneil St.  
San Fernando, CA 91340-2911

Notices, reports, and statements to the County shall be personally delivered or sent via First Class U.S. mail to the Executive Director, or his/her designee, at:

The Los Angeles County Development Authority  
Community & Economic Development Division – Grants Management Unit  
700 W. Main Street  
Alhambra, California 91801

Each party shall promptly notify the other of any change in its mailing address.

40. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of the Operating Agency's knowledge and belief that it has adopted and is enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b. A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

41. DRUG-FREE WORKPLACE. The Operating Agency agrees to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about –
  - i. The dangers of drug abuse in the workplace;
  - ii. The Operating Agency's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee, to be engaged in the performance of the grant, be given a copy of the statement required by paragraph a. of this Section 41;
- d. Notifying the employee in the statement required by paragraph a. of this Section 41 that, as a condition of employment under the grant, the employee will –
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d.(ii.) from an employee or otherwise receiving

actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(ii.), with respect to any employee who is so convicted -
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f.

42. RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN. Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing.

The Operating Agency must adopt and make public a Residential Anti-Displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before the Operating Agency enters into a Contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Sections 24 CFR Sections 570.457; 570.496 (a); 570.606 (c); and 570.702 (f).

43. SECTION 3. In order to comply with the Housing and Urban Development Act of 1968, the Operating Agency and, where applicable, its contractor(s) and subcontractor(s) shall comply with Section 3 regulations as described in 24 CFR Part 135. Section 3 compliance activities of the Operating Agency and its contractor(s) and subcontractor(s) shall be governed by the LACDA's Compliance Guidelines, as

amended, which can be made available to the Operating Agency for inspection and copying upon request, if the Operating Agency does not already possess a copy.

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Section 3 covered assistance and thresholds apply to the following HUD assistance:

Housing and Community Development assistance Section 3 applies to training, employment, contracting, and other economic opportunities arising in connection with the expenditure of housing assistance (including Section 8 assistance, including other housing assistance not administered by the U.S. Assistant Secretary of housing); community development assistance that is used for housing rehabilitation (including abatement of lead based paint hazards, but excluding routine maintenance, repair and replacement; and other public construction); housing construction; and other public construction.

*The threshold for Section 3 covered housing and community development assistance is \$200,000 or more.* This threshold applies to recipients of housing and community development program assistance for Section 3 covered programs. The requirements of this section also apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the amount of the assistance exceeds \$200,000, and the contract or subcontract exceeds \$100,000. If a recipient receives Section 3 covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, then the Section 3 preference requirements apply only to the recipient.

*Applicability of Section 3 to an entire project or activity funded with Section 3 assistance.* The requirements of this section apply to an entire project or activity that is funded with Section 3 covered assistance, regardless of whether the activity is fully or partially funded with Section 3 covered assistance.

- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no

contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- c. The Operating Agency agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Operating Agency's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
  - d. The Operating Agency agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Operating Agency will not subcontract with any subcontractor where the Operating Agency has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
  - e. The Operating Agency will certify that any vacant employment positions, including training positions, that are filled (1) after the Operating Agency is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Operating Agency's obligations under 24 CFR Part 135.
  - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.
44. COUNTY'S QUALITY ASSURANCE PLAN. The County will evaluate the Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Operating Agency's compliance with all Contract terms and performance standards. The Operating Agency's deficiencies, which the County determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Operating Agency. If improvement does not occur consistent with the corrective measure, the County may terminate this Contract, or impose other penalties as specified in this Contract.



45. INSURANCE. The LACDA, acting as an agent of the County, authorizes the LACDA's Risk Manager to determine the requirements of the insurance policies to be procured and maintained by the Operating Agency with respect to its activities and obligations hereunder. Without limiting the Operating Agency's indemnification requirements as set forth in section 47 below, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the LACDA's Risk Manager covering its operations hereunder, as specifically defined in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference.
46. FAILURE TO PROCURE INSURANCE. Failure on the part of the Operating Agency to procure or maintain required insurance, pursuant to Exhibit B shall constitute a material breach of the Contract under which the County may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by the County shall be repaid by the Operating Agency to the County upon demand or the County may offset the cost of the premiums against any monies due to the Operating Agency from the County.
47. INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the LACDA, County, and its Special Districts, elected and appointed officers, employees, agents and volunteers ("Public Agency Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the Public Agency Indemnitees.
48. TERMINATION FOR IMPROPER CONSIDERATION (GRATUITIES). The County may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Operating Agency's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Operating Agency as it could pursue in the event of default by the Operating Agency.

The Operating Agency shall immediately report any attempt by the County officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the LACDA or the County Auditor-Controller's Employee Fraud Hotline 800-544-6861.

49. TERMINATION FOR CAUSE. This Contract may be terminated by the County upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the County upon termination or upon the occurrence of any of the following events in a, b, or c:

- a. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely manner or properly carry out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the County within the time specified in such notice, the County shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.
- b. Should the Operating Agency fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under said Contract is abandoned for more than three (3) days by the Operating Agency; then notice of deficiency thereof in writing will be served upon the Operating Agency.

Should the Operating Agency fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the LACDA shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.

- c. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency.

50. TERMINATION FOR CONVENIENCE. The County reserves the right to cancel this Contract for any reason at all upon 30 days' prior written notice to the Operating Agency. In the event of such termination, the Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such a termination.

51. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest including, but not limited to, 2 CFR Part 200, Subpart B, 200.112, 24 CFR Part 570.611 and 24 CFR Part 85, Section 85.36(b). The Operating Agency agrees to incorporate the language found in this Section 51, CONFLICT OF INTEREST in contracts using CDBG funds and subject to compliance with conflict of interest Federal, State and County laws.

The general rule shall be that no person described in the *Persons covered* section below of this Section 51, CONFLICT OF INTEREST, who exercises, or has exercised any function or responsibilities with respect to CDBG activities, or who is

in a position to participate in a decision making process or gain inside information with regards to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

*Persons covered* – The conflict of interest provisions of this Section 51, CONFLICT OF INTEREST, shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CDBG Operating Agency, or of any designated public agencies, or of any subrecipients that are receiving CDBG funds.

The Operating Agency represents, warrants, and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the County or LACDA. Upon execution of this Contract and during its term, as appropriate, the Operating Agency shall disclose in writing to the County any other contract or employment during the term of this Contract by any other persons, business, or corporation in which employment will or may likely develop a conflict of interest between the County's and/or LACDA's interest and the interests of the third parties.

52. USE OF RECYCLED-CONTENT PAPER PRODUCTS. Consistent with the County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible.
53. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of residential structure as defined in 24 CFR Section 40.2 or the definition of building as defined in 41 CFR Part 101, is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures and Appendix A to 41 CFR Parts 101-19 for general type buildings). The Americans with Disabilities Act (42 U.S.C. Section 12131; 47 U.S.C. Sections 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and

telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

54. CONSTRUCTION\REHABILITATION PROJECTS. The Operating Agency shall submit a request to the County, to conduct a Contract and Labor Compliance File Review within 10 days from completion of construction/rehabilitation activities.
55. CONTRACTOR RESPONSIBILITY AND DEBARMENT. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the policy of the LACDA, and the County to conduct business only with responsible contractors.
  - a. The Contractor is hereby notified that if the County acquires information concerning the performance of a Contractor on any CDBG contract, which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County and LACDA contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the County and the LACDA.
  - b. The County may debar a contractor, consultant, or vendor, if the Board of Commissioners finds, in its discretion, that the contractor, consultant, or vendor has done any of the following: (1) violated any term of a contract with the LACDA or the County, or a nonprofit corporation created by the LACDA, or County (2) committed any act or omission which negatively reflects on the its quality, fitness, or capacity to perform and abide by a contract with the LACDA, or the County and any other public entity, or a nonprofit corporation created by the LACDA, or the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the LACDA, County, or any other public entity.
  - c. If there is evidence that a Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- d. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- e. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.
- f. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after the debarment was imposed; or (4) any other reason that is in the best interest of the County.
- g. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of the debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- h. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of

Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subcontractors and subconsultants of the County or LACDA contractors, consultants, vendors and operating agencies.
56. COPELAND “ANTI-KICKBACK” ACT. The Operating Agency shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part3). These terms shall apply to construction contracts in excess of \$2,000 awarded to the Operating Agency, as well as contracts awarded to subcontractors and consultants.
57. DAVIS-BACON ACT. The Operating Agency shall comply with the Davis-Bacon Act as amended, (40 U.S.C. 3141-3148), and as supplemented by the Department of Labor regulations (29 CFR part 5). These terms shall apply to construction contracts in excess of \$2,000 awarded to the Operating Agency, as well as contracts awarded to subcontractors and consultants. The prevailing wage requirements also apply to CDBG funded activities for the rehabilitation of residential property when the project contains eight (8) or more housing units at the construction site.
58. PATENTRIGHTS. The Operating Agency must adhere to Federal requirements and regulations relating to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
59. OPERATING AGENCY’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM. The Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Operating Agency’s duty under this Contract to comply with all applicable provisions of the law, the Operating Agency warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

60. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of the Operating Agency to maintain compliance with the requirements set forth in Section 59, OPERATING AGENCY’S WARRANTY OF



ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM shall constitute a default by the Operating Agency under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Executive Director, or his/her designee, may terminate this Contract pursuant to Section 49, Termination for Cause.

61. POST MOST WANTED DELINQUENT PARENTS LIST. The Operating Agency acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Operating Agency understands that it is the County's policy to voluntarily post a list entitled L. A.'s Most Wanted: Delinquent Parents poster in a prominent position at the Operating Agency's place of business. The CSSD will supply the Operating Agency with the poster to be used.
62. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW. The Operating Agency shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) under the public information link for printing purposes.
63. OPERATING AGENCY'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW. The Operating Agency acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Operating Agency understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Operating Agency's place of business. The Operating Agency will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The poster is available at [www.babysafela.org/docs/poster\\_e.pdf](http://www.babysafela.org/docs/poster_e.pdf).
64. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS. The Operating Agency represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the County are either public record or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. Operating Agency further agrees to defend, hold harmless, and indemnify the County from any and all liability, as described in Section 47, Indemnification, arising from or related to the County's use of said photographs, videos, DVD's, footage, magazines, and other media materials.
65. OPERATING AGENCY'S WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. The

Operating Agency acknowledges that the LACDA has established a goal of ensuring that all individuals and businesses that benefit financially from the LACDA through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Operating Agency qualifies for an exemption or exclusion, the Operating Agency warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

66. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Failure of the Operating Agency to maintain compliance with the requirements set forth in Section 65, "OPERATING AGENCY'S WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the LACDA under any other provision of this Contract, failure of the Operating Agency to cure such default within ten (10) days of notice shall be grounds upon which LACDA may suspend or terminate this contract pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

67. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING. Operating Agency acknowledges that the County has established a Zero Tolerance Trafficking Policy prohibiting the Operating Agency, or subcontractors approved under this contract from engaging in human trafficking.

If the Operating Agency, or a member (s) on the Operating Agency's staff is convicted of a human trafficking offense, the County shall require that the Operating Agency, or member of the Operating Agency's staff be removed immediately from performing services under this contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of the Operating Agency's staff pursuant to this section shall not relieve the Operating Agency of its obligation to complete all work in accordance with the terms and conditions of this Contract.

68. CLEAN AIR ACT. The Operating Agency must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). These terms shall apply to construction contracts in excess of \$100,000 awarded to

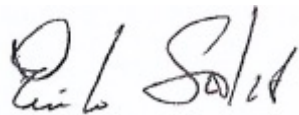
the Operating Agency, as well as contracts awarded to subcontractors and consultants.

69. ENERGY POLICY AND CONSERVATION ACT. The Operating Agency must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94A 163, Stat.871).
70. WARRANTY OF AUTHORITY. The undersigned signatory for the Operating Agency covenants, warrants, and guarantees that he/she is empowered and authorized to sign this Contract on behalf of Operating Agency in accordance with the terms and conditions stated herein.
71. ENTIRE CONTRACT. This Contract with attachments and any and all CDBG Bulletins, which the County may issue from time to time following the date of execution, constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Los Angeles County Development Authority, and the Operating Agency has subscribed the same through its authorized officers, on the day, month and year first above written.

COUNTY OF LOS ANGELES

BY: \_\_\_\_\_



EMILIO SALAS,  
Executive Director  
Los Angeles County Development Authority

City of San Fernando

BY/TITLE: Juan Diego Ibanez

Digitally signed by Juan Diego Ibanez  
DN: cn=Juan Diego Ibanez, o=City of  
San Fernando, ou=Finance,  
email=dibanez@sfcity.org, c=US  
Date: 2021.06.22 16:42:47 -0700

APPROVED AS TO FORM:

Rodrigo A. Castro-Silva  
County Counsel  
Of the County of Los Angeles

BY: \_\_\_\_\_



BEHNAZ TASHAKORIAN  
Principal Deputy County Counsel

APPROVED AS TO PROGRAM:

EMILIO SALAS,  
Executive Director  
Los Angeles County Development Authority

BY: \_\_\_\_\_



Director,  
Community & Economic Development Division

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**FOR**  
**PARTICIPATING CITIES**

City of San Fernando  
117 N. Macneil St. San Fernando CA 91340-2911

No funds will be advanced, reimbursed, or disbursed until all of the insurance requirements set forth herein have been met. There absolutely will be no reimbursement of costs for the default and cure periods.

Exceptions to the insurance requirements as set forth herein, will be granted only on a case by case basis. Prior to the Operating Agency receiving funds, the LACDA will review the activities of the Operating Agency. Those Operating Agencies whose activities present no meaningful exposure to the LACDA and/or the County (as determined solely by the LACDA's Risk Management Administrator) may have certain insurance coverages waived by the LACDA's Risk Management Administrator upon the written request of the Operating Agency and approval from the LACDA's Risk Management Administrator.

The insurance policies are to contain and be endorsed to contain, the provisions set forth herein. All certificates of insurance and endorsements shall carry the following identifier: City of San Fernando

**1.0 Insurance**

In order for the Operating Agency to meet its obligations and insure its continuance, the Los Angeles County Development Authority ("LACDA"), and the County of Los Angeles ("County"), herein collectively referred to as the "Public Agencies", require that prior to the execution of this Contract, the Operating Agency must provide evidence that all insurance requirements have been met. Without limiting Operating Agency's indemnification of LACDA Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Operating Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 9 this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Operating Agency pursuant to this Contract. The LACDA in no way warrants that the Required Insurance is sufficient to protect the Operating Agency for liabilities which may arise from or relate to this Contract.

**1.1 Insurance Coverage**

**1.1.1 Commercial General Liability Insurance**

Providing scope of coverage equivalent to ISO policy form CG 00 01, naming The LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

### **1.1.2 Automobile Liability Insurance**

Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Operating Agency's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

### **1.1.3 Workers Compensation and Employers' Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Operating Agency will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the LACDA as the Alternate Employer, and the endorsement form shall be modified to provide that LACDA will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Operating Agency's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## **1.2 Additional Unique Insurance Coverage**

### **1.2.1 Sexual Misconduct Liability**

Coverage is required when services in relation to this contract involve care or supervision of children, seniors and other vulnerable persons and insurance shall include covering for actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.



### 1.2.2 Professional Liability/Errors and Omissions

Insurance covering Operating Agency's liability arising from or related to this Contract, with limits of not less than \$2 million per claim and \$2 million aggregate. Further, the Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

### 1.2.3 Property Coverage

Operating Agencies given exclusive use of LACDA owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The LACDA and its Agents shall be named as an Additional Insured and Loss Payee on Operating Agency's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

If the Operating Agency will have possession of, rent, lease, or be loaned LACDA owned real or nonexpendable personal property, the Operating Agency shall be required to insure the property for replacement cost under the Special Form Coverage. The LACDA shall be named on a Lenders Loss Payable Endorsement. Evidence of this shall be provided to the LACDA, prior to execution of this contract. Coverage shall be maintained for the duration of this contract.

The "Basic Form" or "Special Form" property insurance as follows:

A. The "Special Form" perils property insurance coverage shall be provided for both Builders Risk (course of construction) and completed operational property. All builders risk insurance shall provide coverage against theft, vandalism, malicious mischief, collapse, false work, temporary buildings on site, theft and vandalism to construction materials, building materials in transit and debris removal including demolition occasioned by enforcement of any applicable building codes. The amount of the property coverage shall at all times meet or exceed the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the Mortgaged Property. There shall not be a "co-insurance" clause and the Operating Agency agrees to waive any co-insurance clause **to the full extent described in the insurance policy form**. If a co-insurance waiver is not commercially available at reasonable rates, the LACDA may waive this requirement. Said insurance shall be maintained for the duration of this Contract. The LACDA shall be named as loss payees on such policy.

B. If the "Special Form" is not available from the Operating Agency's underwriters due to market conditions or unreasonable costs, or the LACDA determine the "Basic Form" is preferred, the "Basic Form" may be obtained in lieu of the "Special Form." The "Basic Form" insurance coverage shall include, without limitation, insurance against the perils of fire and physical loss of damage including, without duplication of coverage, vandalism, malicious mischief and extended coverage. The amount of the property coverage shall at all times meet or exceed the actual cash value ("ACV") of all existing structures, improvements and fixtures on the Property. Said insurance shall be maintained for the duration of this Contract. The LACDA shall be named as loss payees on such policy.

#### **1.2.4 Crime Coverage**

Including, but not limited to, coverage against loss of money, employee theft/forgery, securities, inventory or other property, with limits in amounts not less than indicated if the aggregate budgeted amount for the current fiscal year allotted for the operating agency is less than fifty thousand dollars (\$50,000), the operating agency shall not be required to comply with this section c. if the aggregate budgeted amount for the current fiscal year allotted for the operating agency is greater than or equal to fifty thousand dollars (\$50,000), then the operating agency shall be required to comply with the following requirements in this Section C:

The Operating Agency shall procure and maintain, at its sole cost and expense, a fidelity bond covering each employee of the Operating Agency, whether or not they are compensated. The fidelity bond may be either a primary commercial blanket bond or a blanket position bond written by an insurer licensed by the California Insurance Commissioner. The Operating Agency shall provide thirty (30) days' notice to the LACDA prior to cancellation of the fidelity bond. The fidelity bond shall provide a minimum coverage equivalent to 50% of the cumulative Exhibit A project budget approved for the current fiscal year, not to exceed One Million Dollars (\$1,000,000). If the Operating Agency experiences an increase in funding during the fiscal year, the crime coverage requirement will be reassessed and additional coverage may be required in the sole and absolute discretion of the LACDA. The Operating Agency shall maintain the fidelity bond for the duration of this contract. The fidelity bond may contain a provision for a deductible amount from any loss which, except for such deductible provision, would be recoverable from the insurer. A deductible provision shall not be in excess of ten percent (10%) of the required minimum bond coverage. Any deviation from this fidelity bond section shall require specific written approval by the LACDA. The LACDA reserves the right, at its sole and absolute discretion, to amend at any time the requirements contained in this section C.

#### **1.3 THIS SECTION INTENTIONALLY LEFT BLANK**

#### **1.4 Certificate of Insurance Coverage:**

##### **1.4.1**

Certificate(s) of Insurance Coverage ("Certificate") satisfactory to LACDA, and a copy of an Additional Insured endorsement confirming LACDA and its Agents (defined below) has been given Insured status under the Operating Agency's General Liability policy, shall be delivered to LACDA at the address shown below and provided prior to commencing services under this Contract.

**1.4.2**

Renewal Certificates shall be provided to LACDA not less than ten (10) days prior to Operating Agency's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Operating Agency and/or Sub-Contractor insurance policies at any time.

**1.4.3**

Certificates shall identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Operating Agency identified as the contracting party in this Contract.

**1.4.4**

Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.

**1.4.5**

Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying Certificate or endorsement, or any other insurance documentation or information provided by the Operating Agency, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

**1.4.6**

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Development Authority  
Contracting Division/Section  
Contracting Division Address  
Attention: Name and Title of Division Contact

**1.5 Notices of Injury or Damage or Destruction**

The Operating Agency also shall promptly report to LACDA any injury or property damage accident or incident, including any injury to an Operating Agency employee occurring on LACDA property, and any loss, disappearance, destruction, misuse, or theft of LACDA property, monies or securities entrusted to the Operating Agency. The Operating Agency also shall promptly notify LACDA of any third party claim or suit filed against the Operating Agency or any of its sub-contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Operating Agency and/or LACDA.

**1.6 Additional Insured Status and Scope of Coverage**

The LACDA and its Agents shall be provided additional insured status under Operating Agency's General Liability policy with respect to liability arising out of Operating Agency's ongoing and completed operations performed on behalf of the LACDA.

LACDA and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Operating Agency's acts or omissions, whether such liability is attributable to the Operating Agency or to the LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### **1.7 Cancellation of or Change to Maintain Insurance**

Operating Agency shall provide LACDA with, or Operating Agency's insurance policies shall contain a provision that LACDA shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to LACDA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the LACDA, upon which the LACDA may suspend or terminate this Contract.

### **1.8 Failure to Maintain Insurance**

Operating Agency's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which LACDA immediately may withhold payments due to Operating Agency, and/or suspend or terminate this Contract. LACDA, at its sole discretion, may obtain damages from Operating Agency resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to Operating Agency, deduct the premium cost from sums due to Operating Agency or pursue Operating Agency reimbursement.

### **1.9 Operating Agency's Insurance Shall Be Primary**

Operating Agency's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Operating Agency. Any LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Operating Agency coverage.

### **1.10 Insurance Specifics**

#### **1.10.1 Waivers of Subrogation**

To the fullest extent permitted by law, the Operating Agency hereby waives its rights and its insurer(s)' rights of recovery against LACDA under all the Required Insurance for any loss arising from or relating to this Contract. The Operating Agency shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **1.10.2 Sub-Contractor Insurance Coverage Requirements**

Operating Agency shall include all Sub-Contractors as insureds under Operating Agency's own policies, or shall provide LACDA with each Sub-Contractor's separate

evidence of insurance coverage. Operating Agency shall be responsible for verifying that each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the LACDA and Operating Agency as additional insureds on the Sub-Contractor's General Liability policy. Operating Agency shall obtain LACDA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **1.10.3 Deductibles and Self-Insured Retentions (SIRs)**

Operating Agency's policies shall not obligate the LACDA to pay any portion of any Operating Agency deductible or SIR. The LACDA retains the right to require Operating Agency to reduce or eliminate policy deductibles and SIRs as respects the LACDA, or to provide a bond guaranteeing Operating Agency's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **1.10.4 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **1.10.5 Application of Excess Liability Coverage**

Operating Agency may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **1.10.6 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **1.10.7 Alternative Risk Financing Programs**

The LACDA reserves the right to review, and then approve, Operating Agency use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **1.11 LACDA Review and Approval of Insurance Requirements**

The LACDA reserves the right to review and adjust the Required Insurance provisions, conditioned upon LACDA's determination of changes in risk exposures.

**The LACDA reserves the right, at its sole and absolute discretion, to amend at any time the provisions of this Exhibit B.**

# THE CITY OF SAN FERNANDO

## CITY COUNCIL

MAYOR  
MARY MENDOZA

VICE MAYOR  
HECTOR A. PACHECO

COUNCILMEMBER  
SYLVIA BALLIN

COUNCILMEMBER  
CINDY MONTANEZ

COUNCILMEMBER  
CELESTE T. RODRIGUEZ

## NOTICE OF PUBLIC HEARING

**BY THE CITY COUNCIL OF THE CITY OF SAN FERNANDO TO CONDUCT A PUBLIC HEARING TO ADOPT A RESOLUTION TO CONSIDER APPROVING ANNUAL REPAYMENT TERMS FOR THE \$200,000 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REVOLVING GRANT FUND LOAN RECEIVED FROM THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) FOR THE LACDA SMALL BUSINESS GRANT PROGRAM TO ASSIST SAN FERNANDO BUSINESSES**

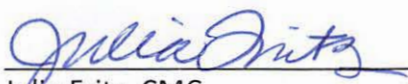
NOTICE IS HEREBY GIVEN that the City Council of the City of San Fernando will conduct a Public Hearing to consider adopting a resolution to approve the repayment terms of the \$200,000 Revolving Grant Fund loan from the Los Angeles County Development Authority (LACDA). The loan was used to fund a portion of the Fiscal Year (FY) 2021-22 LACDA Small Business Grant Program to assist San Fernando businesses. LACDA requires that \$75,000 be repaid from the City's FY 2022-23 CDBG allocation, and that the remaining balance of \$125,000 be repaid from the City's FY 2023-24 CDBG allocation.

Repayment Period	Payment Amount
Fiscal Year 2022-23	\$75,000
Fiscal Year 2023-24	\$125,000

Copies of the staff report will be available for public review after 12:00 noon on Friday, September 16, 2022 on the City's website <https://ci.san-fernando.ca.us/> and at the City Clerk's Office, 117 Macneil Street, San Fernando, CA 91340. Questions may be referred to Julian Venegas, Director of Recreation and Community Services at [jvenegas@sfcity.org](mailto:jvenegas@sfcity.org).

The meeting will be held in the City Council Chamber, 117 Macneil Street, San Fernando, California 91340 on September 19, 2022 at 6:00 p.m. or as soon thereafter as the matter may be heard. At that time any interested person is welcome to attend and be heard on this matter.

Dated this 18th day of August 2022  
City of San Fernando, California

  
Julia Fritz, CMC  
City Clerk

RECREATION &  
COMMUNITY  
SERVICES  
DEPARTMENT

117 MACNEIL STREET  
SAN FERNANDO  
CALIFORNIA  
91340


(818) 898-1222

## AFFIDAVIT OF POSTING

I declare under penalty of perjury that I am employed by the City of San Fernando in the City Clerk Department and that I posted this document at City Hall, 117 Macneil Street, San Fernando, CA 91340

On 8-18-22 8:00am

(Date) (Time)

By   
(Signature)