

MAYOR CELESTE T. RODRIGUEZ Vice Mayor Mary Mendoza Councilmember Joel Fajardo Councilmember Mary Solorio Councilmember Victoria Garcia

City of San Fernando City Council

MEETING AGENDA Special Meeting – 5:15 PM Regular Meeting – 6:00 PM Monday, August 19, 2024

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

Councilmember Mary Solorio Remote Teleconference Location 1425 Hollister Street San Fernando, CA 91340

Please visit the City's YouTube channel to live stream and watch previously recorded City Council meetings, which is also available with Spanish subtitles at: https://www.youtube.com/c/CityOfSanFernando

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 in-person translation services, or other services please call the City Clerk Department at (818) 898-1204 or email at cityclerk@sfcity.org at least 2 business days prior to the meeting.

CALL TO ORDER - SPECIAL MEETING 5:15 P.M. (CLOSED SESSION)

ROLL CALL

APPROVAL OF SPECIAL MEETING AGENDA (CLOSED SESSION)

PUBLIC STATEMENTS FOR SPECIAL MEETING (CLOSED SESSION)

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

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RECESS TO CLOSED SESSION

A) <u>CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) – EXISTING</u> <u>LITIGATION</u>

Case Name: Rafael Solis v. City of San Fernando, et al. USDC Case No.: 2:24-cv-637 JLS (MAAx)

B) <u>CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO G.C. §54957.6</u>:

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

C) <u>CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH</u> <u>LABOR NEGOTIATOR</u>:

City Representative:City Attorney Richard PadillaUnrepresented Employee:City Manager

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

REGULAR MEETING - PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

Live stream with audio and video, via YouTube, at: https://www.youtube.com/c/CityOfSanFernando

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.



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SUBMIT PUBLIC COMMENT VIA EMAIL

Members of the public may submit comments **by email** to <u>cityclerk@sfcity.org</u> no later than <u>12:00 p.m. the day of the meeting</u>, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council and made part of the official public record of the meeting.

CALL-IN TO PROVIDE PUBLIC COMMENT LIVE DURING THE MEETING

Members of the public may <u>call-in between 6:00 p.m. and 6:15 p.m.</u> 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 - REGULAR MEETING 6:00 P.M. (OPEN SESSION)

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

Recommend consideration of requests received for remote teleconference meeting participation made by members of the City's legislative bodies, as permitted under the provisions of Assembly Bill (AB) 2449, Government Code Section 54953, and the City of San Fernando adopted Resolution No. 8215, effective March 1, 2023.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF REGULAR MEETING 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.



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PRESENTATIONS

- A. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO COMMANDER IRWIN ROSENBERG FOR HIS SERVICE TO THE CITY OF SAN FERNANDO AND TO THE COMMUNITY
- B. INTRODUCTION OF NEW EMPLOYEES

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 <u>cityclerk@sfcity.org</u> no later than **12:00 p.m. the day of the meeting** to ensure distribution to the City Council and made part of the official public record of the meeting.

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. March 18, 2024 Regular
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 24-082 approving the Warrant Register.



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3) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE PROPERTY TAX RATE REQUIRED TO MEET THE CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2024-2025

Recommend that the City Council:

- a. Adopt Resolution No. 8327 establishing the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System;
- b. Fix the property tax rate for Fiscal Year 2024-2025 at \$0.170462 per \$100 of assessed valuation; and
- c. Levy that tax rate upon all taxable property in the City.

4) CONSIDERATION TO APPROVE THE PURCHASE AND OUTFITTING OF A TESLA MODEL Y ELECTRIC POLICE VEHICLE FOR PATROL USE AND DIRECTED TRAFFIC ENFORCEMENT EFFORTS

Recommend that the City Council:

- a. Adopt Resolution No. 8328 to appropriate Air Quality Management District fund balance in the amount of \$65,000 towards the purchase of a Tesla Model Y electric vehicle;
- b. Adopt Resolution No. 8329 to appropriate Equipment Replacement Fund balance in the amount of \$27,500 for the purchase, installation, and outfitting of emergency police equipment for the Tesla Model Y vehicle;
- c. Waive formal bid requirements and approve a purchase order with Tesla in the amount of \$62,803 for the purchase of the Tesla Model Y vehicle;
- d. Approve a purchase order with Dana Safety Supply in the amount of \$22,703 for the outfitting of emergency police equipment on the Tesla Model Y vehicle; and
- e. Authorize the City Manager, or designee, to execute the Purchase Orders and all related documents, including change orders for unforeseen expenses, up to the approved budget.

5) CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH CARRIER CORPORATION THROUGH SOURCEWELL FOR HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM UPGRADES AT LAS PALMAS PARK

Recommend that the City Council:

a. Approve a Contract Services Agreement with Carrier Corporation (Contract No. 2284) through Sourcewell's Cooperative Purchasing Program Contract No. 070121 in the amount of \$385,225 for Heating, Ventilation, and Air Conditioning System Upgrades at Las Palmas Park;



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- b. Approve a contingency not-to-exceed amount of \$14,775 for any change orders due to unforeseen conditions or change in work; and
- c. Authorize the City Manager, or designee, to execute the Agreement and all related documents.

6) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC, INC. FOR THE CITYWIDE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

Recommend that the City Council:

- a. Accept the lowest responsible bid and approve a Construction Contract with Elecnor Belco Electric, Inc. in an amount not-to-exceed \$912,750 for the Citywide Traffic Signal Synchronization Project (Contract No. 2285);
- b. Approve a project contingency in an amount not-to-exceed 10% of the contract amount, or \$91,275, to cover costs of unforeseen conditions; and
- c. Authorize the City Manager to execute the Construction Contract and all related documents.

7) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO TREEPEOPLE FOR PROJECT MANAGEMENT, PROJECT REPORTING, GRANT COORDINATION, COMMUNITY ENGAGEMENT, AND LANDSCAPE PLANTING AND ESTABLISHMENT FOR THE CARLISLE GREEN ALLEY PROJECT

Recommend that the City Council:

- a. Award a Professional Services Agreement to TreePeople (Contract No. 2286) in an amount not-to-exceed \$270,020, for project management, project reporting, grant coordination, community engagement and workshops, and tree and shrub planting and establishment for the Carlisle Green Alley Project; and
- b. Authorize the City Manager to make non-substantive changes and execute the Agreement and any related documents.

8) CONSIDERATION TO ACCEPT PROJECT COMPLETION AND AUTHORIZE THE RECORDATION OF A NOTICE OF COMPLETION FOR THE HVAC UPGRADES AT THE POLICE DEPARTMENT

Recommend that the City Council

a. Accept the improvements as constructed by Willdan Energy Solutions for the San Fernando Police Department Facility HVAC Project, and consider the work completed;



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- b. Authorize the issuance and filing of a "Notice of Completion" with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention amount of \$172,496.45 after the 35-day lien period from the date the Notice of Completion is recorded.

9) DISCUSSION CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST SAFEBUILT COMPANY FOR ADDITIONAL ON-CALL SERVICES

Recommend that the City Council:

- a. Approve a First Amendment to the Professional Services Agreement with Interwest SAFEbuilt Company (Contract No. 2248(a)) to increase the annual maximum compensation from \$150,000 to \$240,000 for on-call services; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

10) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE CENTER BY LENDISTRY PROGRAMS AND EVENTS RELATING TO THE ECONOMIC RECOVERY CORPS FELLOW AND USE OF THE CITY SEAL

Recommend that the City Council:

- a. Approve Co-Sponsorship of The Center by Lendistry programs and events that would benefit and support the community;
- b. Approve the use of the City seal on Economic Recovery Corps Fellow business card and print material and social media pursuant to City Council Ordinance No. 1724; and
- c. Authorize the participation in, and use of the City seal, for TCbL programs and events, with City Manager approval.

ADMINISTRATIVE REPORTS

11) DISCUSSION AND CONSIDERATION TO APPROVE A SECOND READING AND ADOPT ORDINANCE NO. 1727 AMENDING THE SAN FERNANDO MUNICIPAL CODE SECTION 2-908 DEFINITIONS AND SECTION 2-909, ARTICLE VII OF CHAPTER 2 TO INCREASE LOCAL CAMPAIGN CONTRIBUTION LIMITS FROM \$500 TO \$1,000 AND MODIFYING PROVISIONS FOR FUTURE CONSUMER PRICE INDEX ADJUSTMENTS TO THE SAME



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Recommend that the City Council adopt Ordinance No. 1727 that was introduced for first reading at the City Council meeting of August 5, 2024, in title only and waive further reading, amending the San Fernando Municipal Code Sections 2-908 (Definitions) and Section 2-909 (Contribution Limitations) of Article VII (Campaign Reform) of Chapter 2 (Administration) to Increase Local Campaign Contribution Limits from \$500 to \$1,000 and modifying provisions relating to future Consumer Price Index adjustments to the same."

12) DISCUSSION REGARDING A COMMUNITY PRESERVATION COMMERCIAL PROPERTY EDUCATION PROGRAM

Recommend that the City Council:

- a. Discuss the Community Preservation commercial property educational program; and
- b. Provide direction to staff, as necessary.

13) PRESENTATION OF THE CITY'S UPDATED 5-YEAR PAVEMENT MANAGEMENT PROGRAM

Recommend that the City Council receive and file a report on the updated Pavement Management Program.

14) DISCUSSION AND CONSIDERATION TO APPROVE AN ALTERNATE DATE FOR THE SAN FERNANDO VALLEY MILE RUN/WALK EVENT

Recommend that the City Council:

- a. Receive a presentation regarding the annual San Fernando Valley Mile Run/Walk event;
- b. Discuss alternate dates to host the event; and
- c. Provide direction to staff, as appropriate.

15) DISCUSSION ON TIMELINE AND UPDATES OF CITY COUNCIL APPROVED PROJECTS

This item was agendized by Councilmember Victoria Garcia.

16) DISCUSSION REGARDING ALLOCATING \$50,000 FROM THE GENERAL FUND FOR POLICE DEPARTMENT OVERTIME TO ADDRESS RECENT CRIMINAL ACTIVITY

This item was agendized by Vice Mayor Mary Mendoza.



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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 on September 3, 2024.

AFFIDAVIT OF POSTING

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.

Dated: _______ at: ______

Signed By: _____

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website www.sfcity.org. These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours.



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Regular Meeting San Fernando City Council

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CITY OF SAN FERNANDO CITY COUNCIL MINUTES

MARCH 18, 2024 – 6:00 P.M. REGULAR MEETING

CITY HALL COUNCIL CHAMBERS 117 MACNEIL STREET SAN FERNANDO, CALIFORNIA 91340

CALL TO ORDER/ROLL CALL

Mayor Celeste Rodriguez called the meeting to order at 6:03 p.m.

- Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Mary Solorio and Joel Fajardo
 - Staff: Deputy City Manager/Economic Development Kanika Kith, City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Finance Erica Melton, Director of Public Works Wendell Johnson and City Clerk Julia Fritz

Absent: None

TELECONFERENCING REQUESTS/DISCLOSURE

No requests considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS

- PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR MARCH STUDENTS OF THE MONTH (CREATIVE/ARTISTIC) Melissa Reyes Grajeda (San Fernando Middle School) Geraldine Ramos (ArTES Magnet)
- B. PRESENTATION OF A PROCLAMATION DECLARING THE MONTH OF MARCH 2024 AS WOMEN'S HISTORY MONTH
- C. PRESENTATION OF A PROCLAMATION DECLARING THE MONTH OF MARCH 2024 AS NATIONAL NUTRITION MONTH

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PUBLIC STATEMENTS

Councilmember Fajardo stepped away from the dais at 6:05 p.m. and returned to the dais at 6:26 p.m.

Nichole Richardson, Government Affairs Representative from the Metropolitan Water District introduced herself.

The following spoke of concerns regarding tree maintenance issues along Macneil Street:

Gordon Henderson Kelly Duggan Jorge Vasquez Alex Avila Maximo Robles Caller ID No. 0330 (Chris)

Caller ID No. 9987 Jason Yancey from New Economics for Women spoke about the Financial Empowerment workshops being offered at no charge at Las Palmas Park.

Julissa Hernandez, Field Representative from Assemblymember Luz Rivas Office provided information on legislative updates and community events.

Item 16 Discussed Out of Order

16) DISCUSSION AND CONSIDERATION REGARDING TREE PRESERVATION AND PUBLIC COMMUNICATION

Mayor Celeste T. Rodriguez presented the staff report.

Deputy City Manager/Economic Development Kith provided updates regarding the City's Urban Forest Management Plan.

Director of Public Works Johnson spoke about the City's tree canopy, city-owned tree removal policy and commented on increased communication to the public through the city's Community Engagement Framework program. He also spoke about the trees along Macneil Street and stated that current actions are being taken to have an arborist review certain trees, confirmed that at this time there are no plans for the removal of those trees and mentioned that updates to the Urban Forestry Management Plan will be brought to the City Council at a future meeting.

Mayor Rodriguez motioned, seconded by Councilmember Fajardo to direct staff to continue using the city's approved Community Engagement Framework for public communication and outreach regarding tree preservation; agendize for future discussion the option of re-establishing a Tree Commission or leaving it with the Planning and Preservation Commission but with an emphasis that Trees will be discussed during the Commission meetings

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in order to maintain "Tree City" status; and include at the Climate Action ad hoc committee meetings, the topic of tree related issues, reviewal of the city's arborist contract, the Urban Forestry Management Plan and on public engagement strategies. The motion passed, with Councilmember Solorio absent.

CONSENT CALENDAR

Vice Mayor Mendoza pulled Item No. 5 for discussion and noted she would be recusing from consideration on Item No. 8 due to the proximity of the project to her home.

Mayor Rodriguez pulled Item No 1 for discussion.

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve the Consent Calendar excluding Item Nos. 1 and 5 and further noting for the record that Vice Mayor Mendoza recused from consideration on Item No. 8.

- 2) CONSIDERATION TO ADOPT RESOLUTION NOS. 24-031 AND 24-032 APPROVING THE WARRANT REGISTERS OF MARCH 4, 2024, AND MARCH 18, 2024, RESPECTIVELY
- 3) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE RECORDS IN ACCORDANCE WITH THE CITY'S RECORDS RETENTION SCHEDULE FOR THE MAINTENANCE AND DISPOSITION OF RECORDS
- 4) CONSIDERATION TO RECEIVE AND FILE THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2023
- 6) CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING AN EXECUTIVE COMPENSATION PLAN FOR DEPARTMENT HEAD CLASSIFICATIONS APPOINTED BY THE CITY MANAGER AND RESCINDING RESOLUTION NOS. 7973 AND 7973(A), AND AMENDING THE SALARY PLAN FOR FISCAL YEAR 2023-2024
- 7) CONSIDERATION TO AUTHORIZE SUPPORT OF GRANT APPLICATIONS WITH THE FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS FOR CLIMATE RESILIENCY PROJECTS
- 8) CONSIDERATION TO ADOPT A RESOLUTION APPROPRIATING FUNDING FOR THE CALIFORNIA NATURAL RESOURCES AGENCY'S URBAN GREENING GRANT PROGRAM FOR THE CARLISLE GREEN ALLEY PROJECT *It was noted that Vice Mayor Mendoza recused herself from Item no. 8 due to the proximity of the project to her home.*
- 9) CONSIDERATION TO APPROVE A NON-EXCLUSIVE LICENSE AGREEMENT WITH SPECIAL OLYMPICS SOUTHERN CALIFORNIA FOR USE OF PARK FACILITIES AND THE USE OF THE CITY SEAL

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- 10) CONSIDERATION TO APPROVE AN AGREEMENT WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD
- 11) CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH EUROFINS EATON ANALYTICAL, LLC FOR WATER TESTING AND ANALYSIS SERVICES

The motion carried, with Councilmember Solorio absent.

Motion by Councilmember Fajardo, seconded by Mayor Rodriguez to approve Item No. 1, as amended to include an annotation in the sets of minutes for which the current Councilmembers were not Councilmembers at the time of the meeting and to approve Item No. 5 as presented.

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. June 13, 2005 Special
 - b. May 8, 2006 Special
 - c. July 1, 2006 Special

- d. August 1, 2006 Special
- e. February 5, 2024 Special
- f. February 20, 2024 Special
- 5) CONSIDERATION TO ADOPT A RESOLUTION APPROVING AUTHORIZATION TO DISTRIBUTE REVENUES ON BEHALF OF THE FORMER SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY FROM THE PAYOFF OF OUTSTANDING LOANS RELATED TO LIBRARY PLAZA PARTNERS, LLC, AND APPROVE EXECUTION OF SUBSTITUTION OF TRUSTEE AND RECONVEYANCE OF DEED OF TRUST

The motion carried, unanimously.

PUBLIC HEARING

12) A PUBLIC HEARING TO CONSIDER ADOPTION OF URGENCY ORDINANCE NO. U-1725, EXTENDING BY A PERIOD OF ONE YEAR AN EXISTING TEMPORARY MORATORIUM ON THE INSTALLATION OF ARTIFICIAL TURF AND SYNTHETIC GRASS IN THE CITY OF SAN FERNANDO PURSUANT TO GOVERNMENT CODE SECTION 65858(A)

Mayor Rodriguez opened the Public Hearing.

Associate Planner Marina Krustaleva presented the staff report and responded to Councilmember questions.

Mayor Rodriguez called for public testimony. There being no public testimony, Mayor Rodriguez closed the public comment period and the public hearing was closed.

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Motion by Mayor Rodriguez, seconded by Councilmember Solorio to accept, file, and issue the report on the measures taken since imposing a temporary moratorium on the installation of artificial grass and synthetic turf; and waive full reading, in title only, and adopt by a four-fifths vote Urgency Ordinance No. U-1725, "An Urgency Ordinance of the City Council of the City of San Fernando, California, extending by a period of one year an existing temporary moratorium on the installation of artificial turf and synthetic grass in the City of San Fernando pursuant to Government Code Section 65858(A)"; and directed staff to begin notifying the community through the Community Engagement Framework plan on information regarding the interim urgency ordinance and MWD's tree rebate program and tentatively present a draft ordinance to the Planning and Preservation Commission in approximately 6 months, prior to returning to the City Council with a revised ordinance. The motion carried, unanimously.

ADMINISTRATIVE REPORTS

13) PRESENTATION AND DISCUSSION OF THE MID-YEAR BUDGET REVIEW FOR FISCAL YEAR 2023-2024; AND CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE MID-YEAR PROPOSED BUDGET AND BLANKET PURCHASE ORDER ADJUSTMENTS

Director of Finance/City Treasurer Erica Melton presented the staff report and responded to Councilmember questions.

Motion by Vice Mayor Mendoza, seconded by Councilmember Fajardo to adopt Resolution No. 8293 amending the City's FY 2023-2024 Budget to include the proposed mid-year and blanket purchase order adjustments. The motion carried, unanimously.

14) DISCUSSION AND CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL TO PROVIDE ANIMAL CARE AND CONTROL SERVICES TO THE CITY

By consensus, Councilmembers requested that this item be continued to the next City Council meeting to have a more robust discussion with the Director of Community Development being present; and to bring back information on other public or private organizations that provide animal care control services and associated service costs.

15) CONSIDERATION AND DISCUSSION TO ADOPT AN ORDINANCE AMENDING ARTICLE 1 OF CHAPTER 1 OF THE SAN FERNANDO MUNICIPAL CODE ESTABLISHING RESTRICTIONS GOVERNING THE USE OF THE CITY SEAL AND OTHER CITY LOGOS AND INSIGNIAS

City Clerk Fritz and City Attorney Padilla presented the staff report and responded to Councilmember questions.

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Motion by Mayor Rodriguez, seconded by Councilmember Solorio to introduce for first reading, in title only, and waive further reading of Ordinance No. 1724 titled, "An Ordinance of the City Council of the City of San Fernando Amending Article 1 (General Provisions) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code Establishing Restrictions and Protections Governing unauthorized use of the City Seal and other City Logos and Insignias", as amended to revise text in Section 3 Definitions from "August 31, 1911 to Aug. 31, 1911"; and include an internal policy that the city would provide potential violator written warning notice before issuing fine. The motion carried, unanimously.

16) DISCUSSION AND CONSIDERATION REGARDING STREAMLINING PROCEDURES FOR AGENDA ITEM INCLUSION BY COUNCILMEMBERS

Councilmember Joel Fajardo presented the staff report.

By consensus, the City Council directed staff to return on April 15 with a revised procedure to include the following: a. Council agenda items should be co-agendized with two Councilmembers in agreement; b. Requests to agendize an item by a Councilmember can occur during Council comments with two Councilmembers in agreement; c. Update the Request to Agendize Form to add a section for the name of the second Councilmember with options of support or not oppose, and keeping the deadline the same for submittal of requests by 12:00 p.m. on Wednesday preceding the Monday City Council meeting; d. Begin with a 6-month trial period and return to the City Council for direction; and e. Include comparison information on other City's procedures.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Julio Salcedo introduced himself as the new Director of Recreation and Community Services.

City Clerk Fritz provided information regarding the search feature located on the City Clerk's page of the City's website under the Public Records Portal to locate digitized city records such as adopted ordinances, minutes and resolutions.

Director of Recreation and Community Services Director Salcedo reported on upcoming programming.

Director of Public Works Johnson reported that the City has started producing water again and spoke about Standard Operation Procedures.

Director of Finance Melton commented on the proposed Fiscal Year 2024-2025 budget schedule and on the Low Income Household Water Assistance Program.

Assistant to the City Manager Hernandez announced the launching of the new San Fernando City App available to download.

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Police Chief Valdez reported that staff members from the Police Department attended a team building workshop.

Deputy City Manager/Economic Development Kith spoke about the Shop Local program and the upcoming Homeless Connect day event.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo spoke about karaoke with Seniors and welcomed Mr. Salcedo to the San Fernando Team; spoke about the item that he agendized for discussion regarding streamlining procedures for Agenda Item inclusion by Councilmembers; extended congratulations to newly elected Councilmember Victoria Garcia.

Councilmember Solorio welcomed Mr. Salcedo to the San Fernando Team and expressed thanks to Mr. Johnson on the City independently producing water again; and spoke about the new San Fernando City App.

Vice Mayor Mendoza spoke about the recent passing of former City of San Fernando City Treasurer Elvira Camarillo Orozco and requested to close tonight's meeting in her memory; noted she attended the Business Watch meeting; the tree rebate media event; Mission City Baseball League's opening day; commented on the Rotary Club's Environmental Action club members who worked on the Monarch Butterfly project; and reported she attended the Los Angeles County Women of the Year Commemorative Celebration event.

Councilmember Fajardo requested that tonight's meeting also be closed in memory of Sally and Janet Ballin, who were both sister in laws of former Councilmember Sylvia Ballin.

Mayor Rodriguez spoke about ad hoc committee meetings she attended; the tree rebate program presentation by MWD; welcomed Mr. Salcedo to the San Fernando Team; reported she attended the following events: Hispanas Organized for Political Equality (HOPE's) Annual Latina History Day Conference; the California Legislative Women's Caucus; the Cesar Chavez March for Justice; the Well Education for Latino Leaders 12th Annual Statewide Conference; the New Economics for Women Financial Literacy Workshop; and commented on Women's History Month.

ADJOURNMENT (9:35 p.m.)

Mayor Rodriguez adjourned the meeting in memory of Elvira Camarillo Orozco, Sally Ballin and Janet Ballin to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the March 18, 2024, Regular meeting as approved by the San Fernando City Council on August 19, 2024.

Julia Fritz, CMC City Clerk

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То:	Mayor Celeste T. Rodriguez and Councilmembers
From:	Nick Kimball, City Manager By: Erica D. Melton, Director of Administrative Services
Date:	August 19, 2024
Subject:	Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 24-082 (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. 24-082, including: Exhibit A: Payment Demands/Voucher List

ADMINISTRATIVE SERVICES DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-7307 WWW.SFCITY.ORG

RESOLUTION NO. 24-082

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. 24-082

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 19th day of August 2024.

Celeste T. Rodriguez, 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. 24-082, 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 19th day of August, 2024, 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 August, 2024.

Julia Fritz, City Clerk

EXHIBIT "A" RES. NO. 24-082

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vchlist

08/15/2024	9:36:41AI	И	CITY OF SAN FERNA	NDO		
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
236988	8/19/2024	894194 4LEAF, INC	J4163L.2		ON-CALL COMMUNITY PRES. SERVS F	
				12999	001-152-0000-4270	165.00
			J4163L-2		DEVELOPMENT OF STANDARD OPERA	
				13173	001-150-0000-4270	2,475.00
			J4231B		DEVELOPMENT OF STANDARD OPERA	
				13173	001-150-0000-4270	1,732.50
			J4231E		DEVELOPMENT OF STANDARD OPERA	
				13173	001-150-0000-4270	165.00
					Total :	4,537.50
236989	8/19/2024	891587 ABLE MAILING INC.	39350		2023 WATER QUALITY REPORTS MAILI	
					070-381-0000-4430	576.08
					Total :	576.08
236990	8/19/2024	894406 ADVANCE AUTO PARTS	8681401124233		VEHILCE MAINT-PK6820	
					041-320-0390-4400	106.77
			8681401130899		VEHICLE MAINT-PW2116	
					041-320-0311-4400	46.28
					Total :	153.05
236991	8/19/2024	894683 AGILE OCCUPATIONAL MEDICINE PC	EM024901		BASIC PHYSICAL	
					001-133-0000-4260	65.00
			EM025377		DOT PHYSICAL	
					001-133-0000-4260	80.00
					Total :	145.00
236992	8/19/2024	893813 ALMANZA, LAURAMARIE C	REIMB.		PRIZES FOR LP PARK SENIOR BINGO	
					004-2346	11.00
					004-2384	45.00
					Total :	56.00
236993	8/19/2024	887695 AL'S KUBOTA TRACTOR	283078		VEHICLE MAINT-PK1169	
					041-320-0390-4400	172.66
			283079		VEHICLE MAINT-PK1173	
					041-320-0390-4400	125.64
			283080		VEHICLE MAINT-PK2364	

Voucher List

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vchlist 08/15/2024	Voucher List 9:36:41AM CITY OF SAN FERNANDO						2
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amo	ount
236993	8/19/2024	887695 AL'S KUBOTA TRACTOR	(Continued)				
					041-320-0390-4400 Total :		5.59 3.89
236994	8/19/2024	100165 AMERICAN WATER WORKS, INC.	36405		VEHICLE MAINT-PW8086		
					029-335-0000-4400 Total :		2.13 2.13
236995	8/19/2024	102530 AT & T	517037		CELL TOWER/AREA SEARCH REQUES ⁻ 001-224-0000-4270	70	0.00
			519637		CELL TOWER/AREA SEARCH REQUES	-	
					001-224-0000-4270 Total :		0.00 0.00
236996	8/19/2024	892412 AT&T MOBILITY	287340014777X0804202		HR MANAGER CELL PHONE PLAN		
					001-106-0000-4220 Total :		0.47 0.47
236997	8/19/2024	893013 AYSON, LEILANI	JULY 2024		INCLUSIVE ZUMBA INSTRUCTOR		
				13209	017-420-1337-4260 Total :		8.00 8.00
236998	8/19/2024	890546 BARAJAS, CRYSTAL	FEB 2024-JUNE 2024		MMAP MENTOR CRYSTAL BARAJAS		
				13105	108-424-3694-4260	700	0.00
			SEPT 2023-JAN 2024	13105	MMAP MENTOR CRYSTAL BARAJAS 001-424-0000-4430	160	0.00
				13105	108-424-3694-4260		0.00
				10100	Total :		
236999	8/19/2024	892784 BARAJAS, MARIA BERENICE	JULY 2024		TOTAL BODY CONDITIONING CLASS IN		
				13210	017-420-1337-4260 Total :		2.00 2.00
237000	8/10/2024	894840 BEACH ST. A GOGO!	031524		SUMMER CONCERT - 08/24/24	002	
237000	0/19/2024	894840 BEACH ST. A GOGO!	031524		001-424-0000-4260	2.000	0 00
					Total :		
237001	8/19/2024	893591 BIOMEDICAL WASTE DISPOSAL	141615		BIOMEDICAL WASTE PICK-UP & DISPO		

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EXHIBIT "A" RES. NO. 24-082

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Bank code :	bank3						
/oucher	Date	Vendor	Invoice	PO #	Description/Account	Am	nount
237001	8/19/2024	893591 BIOMEDICAL WASTE DISPOSAL	(Continued)				
					001-222-0000-4260	11	110.00
					Total :	11	110.00
37002	8/19/2024	893940 BOB BARKER COMPANY	INV2046025		INMATE SUPPLIES		
					001-225-0000-4350	31	312.65
					Total :	31	312.65
237003	8/19/2024	894320 BUSH INDUSTRIES INC.	SI433940		HYBRID LATERAL FILE WITH HUTCH F		
					001-107-0000-4300	61	612.89
					Total :		512.89
37004	8/10/2024	888800 BUSINESS CARD	070224		PURCHASE OF TABLES & CHAIR CARF		
57004	0/13/2024	BUSINESS CARD	070224	13229	001-420-0000-4300	2.00	90.63
			071724	10220	ANNUAL SUBSCRIPTION - ONLINE VID	2,00	50.00
					001-105-0000-4380	24	240.00
			071924		CERTIFICATE JACKETS		
					001-101-0000-4300	91	910.59
			072324		FRAMES		
					001-101-0000-4300	9	93.62
			072324		BUSINESS CARDS	,	00.40
					001-152-0000-4300 001-150-0000-4300		38.12 114.36
					001-310-0000-4300		63.92
					001-422-0000-4300		38.13
			072424		CHATGPT PLUS MONTHLY SUBSCRIPT		
					001-105-0000-4380	2	20.00
			072524		CABLES		
					001-135-0000-4300	4	47.10
			072624		DERAWSTRING BACKPACKS FOR UNH		
			072624		028-155-0000-4300 ANNUAL MEMBERSHIP RENEWAL	6	66.14
			072624		001-130-0000-4380	17	30.00
			072624		PERSONALITY ASSESSMENT PROG	13	50.00
			0.202.		001-190-0000-4267	1.49	98.50
			072624-1		CODE ENFORCEMENT ONLINE COURS	,	
					001-152-0000-4360	1,20	200.00

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Sank code :	bank3					
/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
237004	8/19/2024	888800 BUSINESS CARD	(Continued)			
			072624-1		VARIOUS CABLES & ADAPTERS	
					001-135-0000-4300	271.5
			072624-2		RGSTR-2024 CODE ENF CONF ON	
					001-152-0000-4360	520.0
			072924		ANNUAL MEMBERSHIP	
					001-115-0000-4360	200.0
			072924		MEMBERSHIP DUES	
					001-130-0000-4370	125.0
			073024		CITY LOGO POLO SHIRTS	
					001-190-0000-4267	1,408.4
			073124		CPR/FIRST AID & AED CERTIFICATIONS	
					001-423-0000-4360	582.7
			073124		RGSTR-EDUCATIONAL FORUM 2024 OI	
					001-130-0000-4370	549.0
			073124		RGSTR-ADMINISTRATIVE PROF COUR	
					001-150-0000-4360	318.0
			080124		FRAMES RETURNED	
					001-101-0000-4300	-93.6
			080124		RGSTR-EDUCATIONAL FORUM 2024 OI	
					001-133-0000-4370	549.0
			080224		MONTHLY EMAIL- AUG 2024	
					001-135-0000-4260	2,017.1
			080224		SUPPLIES-SR DANCES	
			000001		004-2380	96.9
			080624		DINNER FOR CC MEETING ON 08/05/24	110.0
			080824		001-101-0000-4300 SPECIAL EVENT DECORATIONS-SR PF	140.0
			080824		004-2346	506.0
			080824		FRAMES	500.0
			080824		001-101-0000-4300	99.1
			080924		FINAL PYMNT - SR TRIP-VIVA LA TRADI	99.1
			000924		004-2383	1,045.0
			080924		RGSTR-2024 CODE ENF CONF ON	1,045.0
			000924		001-152-0000-4370	520.0
					Total :	16,305.5

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EXHIBIT "A" RES. NO. 24-082

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
237005	8/19/2024	888800 BUSINESS CARD	071524		LODGING-INVESTIGATIVE INTERVIEW 001-225-0000-4360	943.60
			071824		LODGING-BACKGROUND INVESTIGATI 001-222-0000-4370	470.26
			073124		RSGTR- K9 EXPOSURE TO LIVE GUN F	
					001-225-0000-4360 Total :	206.00 1,619.86
237006	8/19/2024	887810 CALGROVE RENTALS, INC.	189632-1		GENERATOR-SUMMER CONCERT 08/1	
					001-424-0000-4300	333.47
					Total :	333.47
237007	8/19/2024	892006 CALIFORNIA CONTRACT CITIES	515555		ANNUAL MEMBERSHIP DUES	
					001-190-0000-4380 Total :	3,920.12 3,920.12
						-,
237008	8/19/2024	889056 CALLEROS, MARIA	REIMB1		SUPPLIES FOR MMAP SMITHSONIAN V 001-424-0000-4430	69.49
			REIMB2		ITEMS-EDUCATION COMMISSION MTG	00.40
					001-420-0000-4450	466.23
			REIMB3		STUDENT OF THE MONTH EVENT 001-420-0000-4450	290.00
					Total :	825.72
237009	8/19/2024	892464 CANON FINANCIAL SERVICES, INC	33572526		FY 2024-2025 CANON COPIER LEASE-J	
				13206	001-135-0000-4260	2,005.79
					Total :	2,005.79
237010	8/19/2024	892465 CANON SOLUTIONS AMERICA, INC.	6008577891		FY 2024-2025 CANON MAINTENANCE 8	
			6008671397	13211	001-135-0000-4260 FY 2024-2025 CANON MAINTENANCE 8	394.81
			0000071337	13211	001-135-0000-4260	2,008.96
					Total :	2,403.77
237011	8/19/2024	100606 CAPIO	21279		ANNUAL MEMBERSHIP DUES-FY24/25	
					001-105-0000-4380	275.00

Voucher List

CITY OF SAN FERNANDO

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
237012	8/19/2024	893676 CARAHSOFT TECHNOLOGY CORP	40475513INV		DRAGON LAW ENFORCEMENT 1 YR M 001-135-0000-4260 Total :	385.04
237013	8/19/2024	894010 CHARTER COMMUNICATIONS	0335899071024		PD 5G INTERNET SRVS-07/10/24-08/09/ 010-225-3698-4500 Total :	2,600.00 2,600.0
237014	8/19/2024	101957 CITY OF LOS ANGELES, FIRE DEPT	SF250000001 SF250000002		FIRE SERVICES-JULY 2024 001-500-0000-4260 FIRE SERVICES-AUG 2024	278,951.5
			0.20000002		001-500-0000-4260 Total :	278,951.5 557,903.0
237015	8/19/2024	890893 CITY OF SAN FERNANDO	AUG 2024		CITY PROPERTY UTILITY BILLING 043-390-0000-4210 Total :	23,649.93 23,649.9 3
237016	8/19/2024	890893 CITY OF SAN FERNANDO	FY23/24		SCHOLARSHIPS GRANTED PER RES. F 026-420-0887-4260 Total :	3,000.0
237017	8/19/2024	890893 CITY OF SAN FERNANDO	FY24/25		FACILITY FEE WAIVER-STAND TALL PA 001-190-0000-4430 Total :	1,470.00 1,470.0 0
237018	8/19/2024	890893 CITY OF SAN FERNANDO	APRIL 2024-AZ		COMMISSIONER'S STIPEND DONATION	,
			APRIL 2024-LR		001-420-0000-4111 COMMISSIONER'S STIPEND DONATION 001-420-0000-4111	100.0
			JULY 2024-AZ		COMMISSIONER'S STIPEND DONATION 001-420-0000-4111	100.00
			JULY 2024-LR JUNE 2024-AZ		COMMISSIONER'S STIPEND DONATION 001-420-0000-4111 COMMISSIONER'S STIPEND DONATION	100.00
			JUNE 2024-LR		001-420-0000-4111 COMMISSIONER'S STIPEND DONATION	100.00

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08/15/2024	9:36:41AI	И	CITY OF SAN FERN			ye. /
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237018	8/19/2024	890893 CITY OF SAN FERNANDO	(Continued)			
			MAY 2024-AZ		001-420-0000-4111 COMMISSIONER'S STIPEND DONATION 001-420-0000-4111	100.00
			MAY 2024-LR		COMMISSIONER'S STIPEND DONATION	
					001-420-0000-4111 Total :	100.00 800.00
237019	8/19/2024	894794 CIVICA LAW GROUP, APC	13427		CODE ENFORCEMENT LEGAL SERVICI	
201010	0/10/2024		10427	13188	001-152-0000-4270	4,669.00
			13428		CODE ENFORCEMENT LEGAL SERVICI	
				13188 13188	001-152-0000-4270 001-190-0000-4267	545.50 3,000.00
				10100	Total :	8,214.50
237020	8/19/2024	894839 CORONA, OSCAR	DR24-1541		REFUND-OVERCHARGED	
					001-3783-0000	20.00
					Total :	20.00
237021	8/19/2024	893904 CRICKET CONSULTING	1471		SCADA PROGRAMMING & EQUIPMENT	
				13047	070-384-0000-4260 Total :	600.00 600.00
007000	0/40/0004		4110 0004			
237022	8/19/2024	889794 CUELLAR, JULIE	AUG 2024		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00
			JULY 2024		COMMISSIONER'S STIPEND	100.00
					001-420-0000-4111	100.00 200.00
					Total :	200.00
237023	8/19/2024	894826 CUMMINGS, RANDAL	37-0050-10		WATER ACCT REFUND - 560 CHATSWC	00.00
					070-2010 Total :	26.23 26.23
237024	8/40/2024	000000 0005	504054			
237024	0/19/2024	892888 CWE	F24354	12523	REGIONALPARK INFILTRATION PROJE 010-310-0620-4600	14,382.17
					Total :	14,382.17
237025	8/19/2024	891425 DIAZ, MARISOL	REIMB.		VARIOUS SUPPLIES	

Voucher List

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
237025	8/19/2024	891425 DIAZ, MARISOL	(Continued)				
					004-2385	450.80	
					001-424-0000-4300	70.38	
					004-2346	65.66	
					Total :	586.84	
237026	8/19/2024	100960 DIEDIKER, VIRGINIA	AUG 2023		MARIACHI MASTER APPRENTICE PRO		
				12879	001-424-0000-4430	555.00	
			FEB 2024		MARIACHI MASTER APPRENTICE PRO		
				12879	001-424-0000-4430	1,020.00	
			JAN 2024		MARIACHI MASTER APPRENTICE PRO	.,	
				12879	001-424-0000-4430	555.00	
			JULY 2023	12010	MARIACHI MASTER APPRENTICE PRO	000.00	
			0021 2020	12879	001-424-0000-4430	150.00	
			JUNE 2024	12015	MARIACHI MASTER APPRENTICE PRO	100.00	
			0014E 2024	12879	001-424-0000-4430	307.50	
			MAY 2024	12010	MARIACHI MASTER APPRENTICE PRO	007.00	
			WAT 2024	12879	001-424-0000-4430	675.00	
				12075	Total :	3,262.50	
237027	8/19/2024	887380 DUENAS, MARIA CONCEPCION	APRIL-JUNE 2024		MMAP PROJECT ASSISTANT		
201021	0/10/2021			13107	001-424-0000-4430	1,582.50	
				13107	Total :	1,582.50	
237028	8/10/2024	889121 EDGESOFT, INC.	3469		IMPLEMENT SOLAR ACCESS SOFTWAI		
201020	0/10/2021		0100	13154	110-150-0536-4270	6.000.00	
			3471	10104	IMPLEMENT SOLAR ACCESS SOFTWAI	0,000.00	
			5471	13154	110-150-0536-4270	5.000.00	
			3483	10104	AIMS SYSTEM MAINTENANCE	3,000.00	
			5465	13131	055-135-0000-4260	2,435.00	
			3484	10101	AIMS SYSTEM MAINTENANCE	2,400.00	
			3464	13131	055-135-0000-4260	2.435.00	
			3485	13131	AIMS SYSTEM MAINTENANCE	2,433.00	
			3400	13131	055-135-0000-4260	2,435.00	
				13131	Total :	18,305.00	
007000	040/002 -		044,0000,4				
237029	8/19/2024	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		UNEMPLOYMENT INS-PERIOD ENDING		

August 19, 2024 Regular CC Mtg

EXHIBIT "A"

RES. NO. 24-082

/chlist)8/15/2024	9:36:41AI	И	Voucher List CITY OF SAN FERNAND	00		Page:	9
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amo	ount
237029	8/19/2024	101063 EMPLOYMENT DEVELOPMENT	(Continued)				
					001-190-0222-4132	1,385	
					001-190-0420-4132	2,745	
					001-190-0000-4132		3.00
					Total :	4,533	3.00
237030	8/19/2024	890879 EUROFINS EATON ANALYTICAL, INC	3800048175		WATER TESTING & ANALYSIS SERVICE		
				13032	070-384-0000-4260	360	0.00
			3800056129		WATER TESTING & ANALYSIS SERVICE		
				13032	070-384-0000-4260	7,430	
					Total :	7,790	0.00
237031	8/19/2024	893800 FAJARDO, JOANNE	JUNE 2024		ZUMBA AND CHAIR ZUMBA CLASSES F		
				13108	017-420-1322-4260	50	0.00
					Total :	50	50.00
237032	8/19/2024	890602 FERGUSON ENTERPRISES LLC #3326	0266182		MISC SUPPLIES		
					070-383-0000-4310	187	7.85
					Total :	187	37.85
237033	8/19/2024	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER		
					070-384-0000-4220	57	7.40
			209-151-4943-081292		RADIO REPEATER		
					001-222-0000-4220	53	3.51
			209-188-4361-031792		RCS PHONE LINES		
					001-420-0000-4220	142	2.40
			818-361-6728-080105		ENGINEERING FAX LINE		
					001-310-0000-4220	31	1.67
			818-365-5097-120298		POLICE NARCOTICS VAULT		F 40
			818-837-1509-032207		001-222-0000-4220 PW PHONE LINES	45	5.43
			010-037-1309-032207		001-190-0000-4220	31	1.67
			818-837-2296-031315		VARIOUS CITY HALL LINES	51	1.07
			210 001 2200-001010		001-190-0000-4220	388	8.30
			818-838-4969-021803		POLICE DEPT ALARM PANEL	000	
					001-222-0000-4220	C	0.30

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vchlist 08/15/2024	9:36:41AI	N		Voucher List CITY OF SAN FERNANI	DO		Pag	ge: 10
Bank code :	bank3							
Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
237033	8/19/2024	892198	892198 FRONTIER COMMUNICATIONS	(Continued)			Total :	750.68
237034	8/19/2024	887249 G	ALLS, LLC	028599453		UNIFORMS 001-222-0000-4300 C-A-T TOURNIQUETS		345.47
				020001010		001-222-0000-4300	Total :	348.28 693.75
237035	8/19/2024	101273 G	ARCIA, PATTY	REIMB.		DAY CAMP SUPPLIES 017-420-1399-4300	Total :	66.00 66.00
237036	8/19/2024	894008 G	MU PAVEMENT ENGINEERING	66303 66332	13091	ON CALL PAVEMENT DESIGN SEF 008-311-0560-4600 ON CALL PAVEMENT DESIGN SEF		9,102.00
				00332	13091	008-311-0560-4600	Total :	2,160.50 11,262.50
237037	8/19/2024	894783 G	ONZALES, MARK	843921		FACILITY RENTAL DEP REFUND 001-2220	Total :	165.00 165.00
237038	8/19/2024	894841 G	ONZALEZ, MICAELA	REIMB.		SUPPLIES-SENIOR TIE DYE EVEN 004-2346	NT Total:	32.71 32.71
237039	8/10/2024	802550 G	OVEA, DAVID	APRIL 2024		COMMISSIONER'S STIPEND	TOLAT .	32.71
237039	0/19/2024	692000 G	OVEA, DAVID	JULY 2024		001-420-0000-4111 COMMISSIONER'S STIPEND		100.00
				JUNE 2024		001-420-0000-4111 COMMISSIONER'S STIPEND		100.00
				MAY 2024		001-420-0000-4111 COMMISSIONER'S STIPEND		100.00
						001-420-0000-4111	Total :	100.00 400.00
237040	8/19/2024	101374 G	OVERNMENTJOBS.COM, INC.	INV-41067		ANNUAL SUBSCRIPTION FEE 001-133-0000-4230		1,173.49

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Bank code :	bank3						
Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
237040	8/19/2024	101374	101374 GOVERNMENTJOBS.COM, INC.	(Continued)		Total :	1,173.49
237041	8/19/2024	894743	GR LANDSCAPING CORP	INV00043		BRUSH CLEARANCE AT WELL SITES 070-384-0000-4260 Total :	2,450.00 2,450.00
237042	8/19/2024	894661	GRACIE GLOBAL LLC	inv-gst-000462	13232	JIU-JITSU INSTRUCTOR TRAINING 110-220-3622-4270 Total :	4,500.00 4,500.00
237043	8/19/2024	893344	GRAND ELECTRICAL SUPPLY	2011032		STREET LIGHTS REPAIRS 027-344-0000-4300 Total :	156.56 156.56
237044	8/19/2024	894407	GRAYBAR FINANCIAL SERVICES	16964803		VOIP MONTHLY LEASE PYMNT-AUG 20 001-190-0000-4220 001-222-0000-4220 001-420-0000-4220 070-384-0000-4220 Total :	944.54 944.54 404.80 404.79 2,698.67
237045	8/19/2024	887167	GRISWOLD INDUSTRIES	893915	13053	SERVICES TO REPAIR/MAINT. CITY WA 070-384-0857-4260 Total :	5,436.26 5,436.26
237046	8/19/2024	894512	GUILLEN, JEANETTE	REIMB1 REIMB2		PRIZES FOR PARK AVE BINGO 004-2382 001-420-0000-4390 PRIZES FOR LP PARK BINGO 004-2346 001-420-0000-4390	54.34 4.02 120.74 4.42
237047	8/19/2024	101434	GUZMAN, JESUS ALBERTO	JUNE 2024	13067	Total : MMAP INSTRUCTOR 108-424-3694-4260 Total :	1,300.00 1,300.00
237048	8/19/2024	101512	HDL, COREN & CONE	SIN041564		2023-24 ACFR STATS PACKAGE	.,

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237048	8/19/2024	101512 HDL, COREN & CONE	(Continued)		001-130-0000-4270 Total :	695.00 695.00
237049	8/19/2024	890594 HEALTH AND HUMAN RESOURCE	E0325971		EAP-SEPT 2024 001-133-0000-4260 Total :	250.90 250.90
237050	8/19/2024	894836 HINSON, ELIZABETH	2320-010		FACILITY RENTAL DEP REFUND 001-2220 Total :	165.00 165.00
237051	8/19/2024	101605 INDEPENDENT CITIES ASSOCIATION	1375		ANNUAL MEMBERSHIP DUES 001-190-0000-4380 Total :	1,197.30 1,197.30
237052	8/19/2024	893804 INDUSTRIAL SHOEWORKS	1100-1418417		SAFETY SHOES 070-383-0000-4310 Total :	106.94 106.94
237053	8/19/2024	893275 INTERWEST CONSULTING GROUP	47507	12940	ON CALL BUILDING INSPECTION SERV 001-150-0000-4270 Total :	3,657.50
237054	8/19/2024	894833 JACOBO, ELIZABETH	843792		FACILITY RENTAL DEP REFUND 001-2220 Total :	165.00 165.00
237055	8/19/2024	894268 JOE MAR POLYGRAPH &	2024-03-030		POLYGRAPH SERVICES 001-222-0000-4270	250.00
			2024-04-008		POLYGRAPH SERVICES 001-222-0000-4270	250.00
			2024-04-013		POLYGRAPH SERVICES 001-222-0000-4270	250.00
					Total	
237056	8/19/2024	894007 KARINA SWEEPING COMPANY	0029	13020	SWEEPING SERVICES- CITY OWNED P 029-335-0000-4260	6,960.00

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237056	8/19/2024	894007 894007 KARINA SWEEPING COMPANY	(Continued)		Total :	6,960.00
237057	8/19/2024	891794 KIMBALL, NICK	REIMB.		PARKING FEE-APWA AWARDS CEREM(001-105-0000-4390	9.00
237058	8/19/2024	888138 KOPPL PIPELINE SERVICES, INC.	28304		Total : TEST & HOT TAP-860 GRISWOLD	9.00
201000	0/10/2021		20001		070-383-0000-4260 Total :	624.00 624.00
237059	8/19/2024	101990 L.A. COUNTY METROPOLITAN	6022994		TAP CARDS-JUNE 2024	624.00
201000	0/10/2024		0022334		007-440-0441-4260 Total :	38.40 38.40
237060	8/19/2024	101971 L.A. MUNICIPAL SERVICES	657-750-1000-1		ELECTRIC-14060 SAYRE ST 070-384-0000-4210	5,969.68
			657-750-1000-2		ELECTRIC-14060 SAYRE ST 070-384-0000-4210	5,969.69
					Total :	11,939.37
237061	8/19/2024	101872 LEAGUE OF CALIFORNIA CITIES	4292		ANNUAL MEMBERSHIP DUES 001-190-0000-4380	1,113.00
					Total :	1,113.00
237062	8/19/2024	893063 LEON, MIGUEL	REIMB.		REIMB-SENIOR CLUB ACTIVITIES 004-2380	232.66
					004-2380 Total :	232.66 232.66
237063	8/19/2024	101920 LIEBERT CASSIDY WHITMORE	261865		LEGAL SERVICES	(
			262944		001-112-0000-4270 LEGAL SERVICES	166.00
			262972		001-112-0000-4270 LEGAL SERVICES	1,337.00
			268555		001-112-0000-4270 LEGAL SERVICES	83.00
			269566		001-112-0000-4270 LEGAL SERVICES	83.00
					001-112-0000-4270	66.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount	
237063	8/19/2024	101920 LIEBERT CASSIDY WHITMORE	(Continued)					
			269603		LEGAL SERVICES			
					001-112-0000-4270		2,376.00	
			269611		LEGAL SERVICES			
					001-112-0000-4270		66.00	
			269622		LEGAL SERVICES			
					001-112-0000-4270		705.50	
			269632		LEGAL SERVICES			
					001-112-0000-4270		2,531.50	
			269637		LEGAL SERVICES			
					001-112-0000-4270		1,494.0	
			269645		LEGAL SERVICES			
					001-112-0000-4270		451.0	
			269650		LEGAL SERVICES			
					001-112-0000-4270		66.00	
			271071		LEGAL SERVICES			
					001-112-0000-4270		1,056.00	
			271984		LEGAL SERVICES			
					001-112-0000-4270		812.00	
			272007		LEGAL SERVICES			
					001-112-0000-4270		124.50	
			272020		LEGAL SERVICES			
					001-112-0000-4270		1,210.00	
			272030		LEGAL SERVICES			
					001-112-0000-4270		998.50	
			272054		LEGAL SERVICES			
					001-112-0000-4270		1,286.50	
			272055		LEGAL SERVICES		4 740 00	
					001-112-0000-4270		1,743.00	
			272056		LEGAL SERVICES		000	
			070074		001-112-0000-4270		668.50	
			272071		LEGAL SERVICES		0.000 50	
			07004		001-112-0000-4270		2,863.50	
			272081		LEGAL SERVICES		207 52	
					001-112-0000-4270	Tadal	207.50	
						Total :	20,395.00	

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Bank code :	bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun		
237064	8/19/2024	894831 LIRA, ELIA	1624136 841430		EVENT REFUND 001-3777-0000 FACILITY RENTAL DEP REFUND	109.00		
			641430		001-2220	165.00		
					Total :	274.00		
237065	8/19/2024	891080 LOPEZ, PATTY	JULY 2024		COMMISSIONER'S STIPEND			
					001-420-0000-4111	100.00		
					Total :	100.00		
237066	8/19/2024	894835 LOUIE'S CLEANERS INC	D94-917		DRY CLEANING SERVICES			
				004-2380 Total :	387.45 387.45			
					Total .	307.43		
237067	8/19/2024	892477 LOWES	9747-73431		WATER LINE-CITY HALL			
			0747 74400		043-390-0000-4300	15.15		
			9747-74488		PAINT 043-390-0000-4300	56.87		
			9747-77770		SMALL TOOLS	00.07		
					043-390-0000-4300	38.91		
			9747-78074		WATER LINES FOR CITY HALL			
			9747-91730		043-390-0000-4300 REPAIRS-LOPEZ HOUSE	17.74		
			5141-51150		043-390-0000-4300	20.53		
			9747-98921		CITY HALL BREAKROOM			
					006-190-0000-4800	39.31		
			9754-96556		MALL REPAIRS	004.40		
					030-341-0000-4300 Total :	234.43 422.94		
						422.04		
237068	8/19/2024	102075 MAG-TROL ASSOCIATES, INC.	1247189		MICROSWITCH			
					070-384-0000-4300 Total :	1,039.75 1,039.75		
					Total .	1,039.75		
237069	8/19/2024	894780 MARISCAL NAVARRO, SONIA	JULY 2024		COMMISSIONER'S STIPEND			
					001-420-0000-4111	100.00		
			JUNE 2024		COMMISSIONER'S STIPEND			

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237069	8/19/2024	894780 MARISCAL NAVARRO, SONIA	(Continued)			
			MAY 2024		001-420-0000-4111 COMMISSIONER'S STIPEND	100.00
					001-420-0000-4111 Total :	100.00 300.00
						000100
237070	8/19/2024	894827 MARKARIAN, ARAMIK	52-3362-16		WATER ACCT REFUND - 1922 WARREN 070-2010	39.23
					Total :	39.23
237071	8/19/2024	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
201011	0/10/2021		1 Bito 1000		007-440-0441-4220	39.33
					Total :	39.33
237072	8/19/2024	893200 MCKESSON MEDICAL-SURGICAL	22344235		FIRST AID SUPPLIES	
					001-225-0000-4350	139.09
					Total :	139.09
237073	8/19/2024	894220 MELTON, ERICA D.	188; 190; 199		L P SENIOR PETTY CASH REIMB.	
					004-2380	102.55
					Total :	102.55
237074	8/19/2024	894221 MELTON, ERICA D.	48-49		PETTY CASH REIMBURSEMENT	
					001-155-0000-4370 001-222-0000-4370	36.05
					Total :	56.05
237075	9/10/2024	893442 MENDOZA, MARY	REIMB.		TRAVEL REIMB-2023 NALEO CONF	
23/0/5	0/19/2024	693442 MENDOZA, MART	REIWD.		001-101-0107-4370	29.50
					Total :	29.50
237076	8/19/2024	892140 MICHAEL BAKER	1213138		CDBG ADMINISTRATIVE & LABOR COM	
				13148	026-107-0185-4270	1,166.00
				13148	026-420-7533-4270	755.00
				13148	026-420-0887-4260	740.00
			1218676	13148	026-152-0561-4260 CDBG ADMINISTRATIVE & LABOR COM	676.50
			1210070	13148	026-107-0185-4270	284.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
237076	8/19/2024	892140 MICHAEL BAKER	(Continued)			
				13148	026-420-7533-4270	598.0
				13148	026-420-0887-4260	755.0
				13148	026-152-0561-4260	755.0
			1220413		CDBG ADMINISTRATIVE & LABOR COM	
				13148	026-107-0185-4270	1,235.2
				13148	026-420-7533-4270	715.7
				13148	026-420-0887-4260	598.0
				13148	026-152-0561-4260	833.5
					Total :	9,112.0
237077	8/19/2024	891935 MMASC	10487		ANNUAL MEMEBRSHIP	
					001-115-0000-4380	125.0
			10488		ANNUAL MEMEBRSHIP	
					001-115-0000-4380	125.0
					Total :	250.0
237078	8/19/2024	893343 MOHR, NICOLE	AUG 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.0
					Total :	100.0
237079	8/19/2024	894785 MONTANEZ, MIGUEL	AUG 2024		COMMISSIONER'S STIPEND	
201010	0/10/2021		1002021		001-310-0000-4111	100.00
					Total :	100.0
237080	8/19/2024	893050 MORALES-RODRIGUEZ, CRISTAL	APRIL-JUNE 2024		MARIACHI MASTER APPRENTICE PRG.	
					108-424-3694-4260	600.0
			JAN-MARCH 2024		MARIACHI MASTER APPRENTICE PRG.	
					108-424-3694-4260	540.0
			OCT-DEC 2023		MARIACHI MASTER APPRENTICE PRG.	
					108-424-3694-4260	780.00
					Total :	1,920.0
237081	8/19/2024	894499 MORENO, CRISTINA	REIMB.		SUPPLIES-FAMILY HIKE PROG & TEEN	
		·			001-422-0000-4300	235.2
					004-2391	461.0
					Total :	696.2

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amou
237082	8/19/2024	893348 NCSI	48003		BACKGROUND CHECKS 017-420-1339-4260 017-420-1333-4260 017-420-1323-4260 017-420-1323-4260 017-420-1336-4260 001-422-0000-4260 004-3259	18.5 37.0 18.5 18.5 55.5 55.5
					Tota	
237083	8/19/2024	893405 NEW HORIZON	2734762		LP PHONE LINES-AUG 2024 001-420-0000-4220 Tota	327.9 : 327. 9
237084	8/19/2024	894467 NORTH VALLEY CARING	JUNE 2024		HOMELESS STREET OUTREACH SER	v
				12946	121-155-3689-4260 Tota	12,386.9
237085	8/19/2024	894100 ODP BUSINESS SOLUTIONS, LLC	371892229001		TONER 070-381-0000-4300	627.9
			371894088001		OFFICE SUPPLIES 070-384-0000-4300	3.1
			373104317001		OFFICE SUPPLIES 001-107-0000-4300	55.8
			373672407001		OFFICE SUPPLIES	
			373674041001		001-222-0000-4300 OFFICE SUPPLIES 001-222-0000-4300	68.6
			373741551001		OFFICE SUPPLIES	
			373784313001		001-422-0000-4300 OFFICE SUPPLIES	116.7
			3737844452001		001-222-0000-4300 OFFICE SUPPLIES	39.2
			374019350001		001-222-0000-4300 OFFICE SUPPLIES	38.6
			374093294001		001-101-0000-4300 OFFICE SUPPLIES	61.2
					001-101-0000-4300	30.8

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237085	8/19/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)					
			375678873001		WELL SITE CHLORINE SUPPLIES			
					070-384-0000-4310		364.45	
			377783986001		OFFICE SUPPLIES			
					001-140-0000-4300		29.71	
			377789278001		OFFICE SUPPLIES			
					001-310-0000-4300		78.38	
			3777933552001		OFFICE SUPPLIES			
					001-222-0000-4300		114.86	
			377797249001		OFFICE SUPPLIES			
					001-222-0000-4300		109.91	
			377908060001		OFFICE SUPPLIES			
					043-390-0000-4330		627.90	
			377908390001		OFFICE SUPPLIES			
					043-390-0000-4300		23.06	
					070-381-0000-4300		6.83	
			378014365001		OFFICE SUPPLIES			
					001-310-0000-4300		38.81	
			378017688001		OFFICE SUPPLIES			
					001-310-0000-4300		41.11	
			378022795001		OFFICE SUPPLIES			
			070007040004		001-422-0000-4300		81.70	
			378027218001		OFFICE SUPPLIES		55.00	
					001-422-0000-4300		55.86	
						Fotal :	2,763.09	
237086	8/19/2024	894123 OLIVAREZ MADRUGA LAW	25066		LEGAL SERVICES			
					070-110-0000-4270		52.00	
					001-110-0000-4270		19,683.80	
			25067		LEGAL SERVICES			
					001-110-0000-4270		764.00	
			25339		LEGAL SERVICES			
					001-110-0000-4270		10,712.10	
			25340		LEGAL SERVICES			
					001-110-0000-4270		3,028.20	
						Fotal :	34,240.10	

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237087	8/19/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-180588		VEHILCE MAINT-PD1988		
			4605-182116		041-320-0225-4400 VEHCILE MAINT-PW4493		50.22
			4605-182943		041-320-0311-4400 VEHICLE MAINT-PD3286		109.11
			1000 102010		041-320-0228-4400		29.75
					Total	:	189.08
237088	8/19/2024	894828 PANAGON GLOBAL LLC	31-1082-04		WATER ACCT REFUND - 323 MACNEIL 070-2010		11.55
					Total	:	11.55
237089	8/19/2024	892360 PARKING COMPANY OF AMERICA	INVM0018866		PUBLIC TRANSPORTATION SERVICES	-	
				13076 13076	007-440-0442-4260 007-313-3630-4402		45,171.10 4,187.44
				10070	Total	:	49,358.54
237090	8/19/2024	893918 PD PROTECT INC	2024-JULY-SFPD		TRANSLATION SERVICES - JULY 2024		
					001-225-0000-4270 Total		107.81 107.81
237091	9/10/2024	889545 PEREZ, MARIBEL	REIMB.		MISC SUPPLIES		107.01
237091	0/19/2024	009040 FEREZ, MARIDEL	REIMB.		001-423-0000-4300		52.19
					001-420-0000-4300 Total		17.22 69.41
237092	0/40/2024	893933 PORTA-STOR	429479		STORAGE BIN RENTAL-MCB		03.41
237092	6/19/2024	893933 PORIA-STOR	429479		017-420-1330-4260		82.00
					Total	:	82.00
237093	8/19/2024	894838 POWER OF GOD NOW MINISTRIES	FY24/25		CIF: BACKPACKS & SCHOOL SUPPLIE	5	
					053-101-0114-4430 Total	:	200.00 200.00
237094	8/19/2024	894746 PRECISION CIVIL	30008		MIXED USE OVERLAY		
				13178	001-150-0000-4270		1,942.50
					Total	:	1,942.50

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8/19/2024	102688 PROFESSIONAL PRINTING CENTERS	22419		PRE-PRINTED FORMS			
			13060	017-420-1355-4300	632.84		
		22450		PRE-PRINTED FORMS			
			13060		361.62		
		22568					
					67.25		
				Total :	1,061.71		
8/19/2024	894306 QUENCH USA, INC.	INV07746375		DRINKING WATER			
				001-222-0000-4300	114.61		
				Total :	114.61		
8/10/2024		1111 × 2024		SENIOR MUSIC CLASS INSTRUCTOR			
0/13/2024	102730 QUINTERO ESCAMIELA, MOLETA	JULI 2024	13217		676.00		
			15217		676.00		
				Total .	070.00		
8/19/2024	888921 REGISTRAR-RECORDER/COUNTY CLER	24-2035		MARCH 5, 2024-SPECIAL ELECTION CC			
				001-116-0000-4260	67,892.91		
				Total :	67,892.91		
8/19/2024	894408 RINCON CONSULTANTS INC	57068		CLIMATE ACTION & RESILIENCE PLAN			
			13199	110-150-0578-4270	2,472.75		
		57494		CLIMATE ACTION & RESILIENCE PLAN			
			13199	110-150-0578-4270	5,872.50		
		58069		STAFF AUGMENTATION SERVICES-JUN			
			13181	001-150-0000-4270	5,402.22		
		58580					
			13199		13,186.00		
				Total :	26,933.47		
8/19/2024	894830 RIOS, CHRISTOPHER J.	081724		SUMMER CONCERT ON 08/17/24			
				001-424-0000-4260	1,200.00		
				Total :	1,200.00		
8/19/2024	893774 BJS WORK BOOTS LLC	101-33500		SAFETY BOOTS			
					257.33		
					257.33		
_	8/19/2024 8/19/2024 8/19/2024 8/19/2024 8/19/2024	Date Vendor 8/19/2024 102688 PROFESSIONAL PRINTING CENTERS 8/19/2024 894306 QUENCH USA, INC. 8/19/2024 102738 QUINTERO ESCAMILLA, VIOLETA 8/19/2024 868921 REGISTRAR-RECORDER/COUNTY CLER 8/19/2024 894408 RINCON CONSULTANTS INC 8/19/2024 894830 RIOS, CHRISTOPHER J. 8/19/2024 893774 RJS WORK BOOTS LLC	8/19/2024 102688 PROFESSIONAL PRINTING CENTERS 22419 8/19/2024 102688 PROFESSIONAL PRINTING CENTERS 22450 8/19/2024 894306 QUENCH USA, INC. INV07746375 8/19/2024 102738 QUINTERO ESCAMILLA, VIOLETA JULY 2024 8/19/2024 888921 REGISTRAR-RECORDER/COUNTY CLER 24-2035 8/19/2024 894408 RINCON CONSULTANTS INC 57068 57494 58069 58580 8/19/2024 894830 RIOS, CHRISTOPHER J. 081724	8/19/2024 102688 PROFESSIONAL PRINTING CENTERS 22419 13060 22450 22568 13060 8/19/2024 894306 QUENCH USA, INC. INV07746375 8/19/2024 102738 QUINTERO ESCAMILLA, VIOLETA JULY 2024 8/19/2024 888921 REGISTRAR-RECORDER/COUNTY CLER 24-2035 8/19/2024 894408 RINCON CONSULTANTS INC 57068 57494 13199 58069 13181 13199 58580 8/19/2024 894830 RIOS, CHRISTOPHER J. 081724 894830 RIOS, CHRISTOPHER J.	8/19/2024 102688 PROFESSIONAL PRINTING CENTERS 22419 PRE-PRINTED FORMS 2/19/2024 102688 PROFESSIONAL PRINTING CENTERS 22450 13060 017-420-1355-4300 2/19/2024 894306 QUENCH USA, INC. INV07746375 DRINKING WATER 8/19/2024 102738 QUINTERO ESCAMILLA, VIOLETA JULY 2024 3217 O17-420-1352-4260 8/19/2024 102738 QUINTERO ESCAMILLA, VIOLETA JULY 2024 3217 O17-420-1323-4260 8/19/2024 888921 REGISTRAR-RECORDER/COUNTY CLER 24-2035 MARCH 5, 2024-SPECIAL ELECTION CC 8/19/2024 894408 RINCON CONSULTANTS INC 57068 CLIMATE ACTION & RESILIENCE PLAN 101-150-00578-4270 CLIMATE ACTION & RESILIENCE PLAN 13199 110-150-0578-4270 58069 13181 O01-150-000-4270 CLIMATE ACTION & RESILIENCE PLAN 101-150-00578-4270 STAFF AUGMENTATION SERVICES-JUN 001-150-0007-4270 58580 13181 O01-150-0007-4270 CLIMATE ACTION & RESILIENCE PLAN 13199 110-150-0578-4270 STAFF AUGMENTATION SERVICES-JUN 00		

Voucher List

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/chlist)8/15/2024	9:36:41AI	и	Voucher List CITY OF SAN FERNANDO	1		Page:	22
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
237102	8/19/2024	887296 ROBLEDO, OLIVIA	APRIL 2024		COMMISSIONER'S STIPEND 001-420-0000-4111		100.00
			JULY 2024		COMMISSIONER'S STIPEND 001-420-0000-4111		100.00
			JUNE 2024		COMMISSIONER'S STIPEND 001-420-0000-4111		100.00
					Total :		300.00
237103	8/19/2024	893756 RODRIGUEZ, CELESTE	REIMB.		WELLNESS REIMBURSMENT FY23/24		
					001-101-0104-4140 Total :		444.94 444.9 4
237104	8/19/2024	894572 RODRIGUEZ, ISABELL	REIMB.		SUPPLIES FOR INMATES		
					001-225-0000-4350 Total :		61.28 61.28
237105	8/10/2024	894534 RODRIGUEZ, ZOE	AUG 2024		COMMISSIONER'S STIPEND		01.20
237103	0/13/2024	894554 RODRIGUEZ, ZUE	A0G 2024		001-310-0000-4111		100.00
					Total :		100.00
237106	8/19/2024	890362 RTB BUS LINE	24-312		BUS TRANSPORTATION FOR (2) SUMM		
			24-326	13200	007-440-0443-4260 BUS TRANSPORTATION FOR (2) SUMM		2,896.00
				13200	007-440-0443-4260		3,196.00
					Total :		6,092.00
237107	8/19/2024	887575 SAN FERNANDO EXPLORER POST 521	080824		FOOD & SUPPLIES-GRAD EVENT 001-226-0230-4430		177.72
					001-220-0230-4430 Total :		177.72
237108	8/19/2024	103057 SAN FERNANDO VALLEY SUN	12320		2ND READING-ORD NO. 1726		
			12321		001-115-0000-4230 NIB-BUS SHELTER CONSTR PROJ		91.13
			12326		001-115-0000-4230 PH NOTICE-USER FEE UPDATE-FY24/2		101.25
					001-115-0000-4230		101.25
			12327		RFP-JANITORIAL SERVICES		

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Sank code :	bank3					
/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237108	8/19/2024	103057 SAN FERNANDO VALLEY SUN	(Continued)			
					001-115-0000-4230 Total :	243.00 536.63
237109	8/19/2024	103064 SAN GABRIEL VALLEY CITY	71724		2024 SGVCMA ANNUAL SEMINAR	
					001-105-0000-4370	75.00
			FY24-25		001-107-0000-4370 ANNUAL MEMBERSHIP DUES	75.00
			1124-20		001-105-0000-4380	55.00
					Total :	205.00
237110	8/19/2024	894125 SANCHEZ, NATASHA	JULY 202		COMMISSIONER'S STIPEND	
					001-420-0000-4111 Total :	100.00 100.00
						100.00
237111	8/19/2024	894786 SANDY FACE PAINTING & TWIST	070424		FACE PAINTING SRVS - 4TH OF JULY E 001-424-0000-4260	425.00
					Total :	425.00
237112	8/19/2024	894834 SAZON TUMBAO	307-FINAL		ENTERTAINMENT-CITY'S BDAY CELEBI	
					001-424-0000-4260	1,900.00
					Total :	1,900.00
237113	8/19/2024	894834 SAZON TUMBAO	307-DEP		ENTERTAINMENT-CITY'S BDAY CELEBI 001-424-0000-4260	300.00
					Total :	300.00
237114	8/19/2024	102961 SCAG-SO CAASSN OF GOVERNMENTS	FY 24-25		ANNUAL MEMBERSHIP DUES	
					001-190-0000-4380	3,331.00
					Total :	3,331.00
237115	8/19/2024	894795 SD DATA CENTER	DCINV4008993	10010	VEEAM CLOUD CONNECT OFFSITE BA	0.040.00
				13218	001-135-0000-4260 Total :	3,648.00 3,648.00
237116	8/19/2024	894490 SHERIFFS' RELIEF EMPORIUM	7.22.24		ACADEMY UNIFORM	
					001-225-0000-4325	889.83

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amo	ount
237116	8/19/2024	894490 894490 SHERIFFS' RELIEF EMPORIUM	(Continued)		Total :	889	9.83
237117	8/19/2024	894619 SILVA, JASON	REIMB.		COURT PARKING FEE-PRELIMINARY H 001-225-0000-4370 LUNCH & PARKING FEES-FTO TRAININ	20	0.00
					001-225-0000-4360 Total :		4.99 4.99
237118	8/19/2024	892619 SIMONZAD, BENNY	TRAAVEL-1		PER DIEM-SLI TRAINING ON 08/05-08/0 001-224-0000-4360 Total :		5.00 5.00
237119	8/19/2024	894701 SKY ELEMENTS LLC	1991	13208	DRONE SHOW FOR INDEPENDENCE D 001-424-0000-4260	20,000	
					Total :	20,000	0.00
237120	8/19/2024	103184 SMART & FINAL	0130-1 12		BAL LEFT ON INV 0130 004-2346 CALLES VERDES EVENT	6	6.00
			147		001-310-0000-4300 SNACKS-TBC MOVIE NIGHT		9.73
			202		004-2391 SUPPLIES-SENIOR DANCE 004-2380		3.99 8.48
			203		ICE-MOVIE NIGHT 004-2391		6.40
			209		CALLES VERDES EVENT 001-310-0000-4300		0.72
			307		CALLES VERDES EVENT 001-310-0000-4300		0.72
			321		REFRESHMENTS-MOVIE NIGHT 004-2385	149	9.08
			372		OFFICE SUPPLIES 001-422-0000-4300	8	8.80
			555		004-2385 SUPPLIES FOR MOVIE NIGHT 004-2385		9.63 6.46

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08/15/2024	9:36:41AI	И	CITY OF SAN FERNA	ANDO		
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
237120	8/19/2024	103184 SMART & FINAL	(Continued)			
			61		REFRESHMENTS-MOVIE NIGHT	
					004-2385	98.5
					Total :	1,468.52
237121	8/19/2024	103196 SOUTH COAST AIR QUALITY	4352203		AQMD FEE "HOT SPOTS" PROG-FY23/2	
					041-320-0000-4260	169.90
					Total :	169.90
237122	8/19/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	12,415.08
					029-335-0000-4210	3,412.90
					070-384-0000-4210	17,550.63
					074-320-0000-4210	9,245.30
					043-390-0000-4210	10,383.34
			700136176526		ELECTRIC METER FOR MALL-MACLAY	
					030-341-0000-4210	87.99
			700360580265		ELECTRIC-910 FIRST	
					043-390-0000-4210	11,906.02
			700363532503		ELECTRIC-VARIOUS LOCATIONS	
			700577450047		043-390-0000-4210	11,704.85
			700577150347		ELECTRIC-190 PARK 027-344-0000-4210	1,124.02
			700826276457		ELECTRIC-799 JESSIE	1,124.02
			100020210431		043-390-0000-4210	49.1
					Total :	77,879.24
237123	8/10/2024	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776-0		NATURAL GAS FOR CNG STATION	
20/120	0/13/2024	103200 SOUTHERN CAEILORNIA GAS CO.	110-021-0110-0		074-320-0000-4402	8,869.46
					074-320-0000-4402	8,869.40
						.,
237124	8/19/2024	100532 STATE OF CALIFORNIA, DEPARTMENT OF	JU: 731413		DOJ LIVESCAN FINGERPRINTING SER	
				13112	001-222-0000-4270	362.00
			700440	13112		1,924.00
			738140	13112	DOJ LIVESCAN FINGERPRINTING SER' 001-222-0000-4270	262.00
				13112	001-222-0000-4270 004-2386	262.00
				13112	007-2000	1,735.00

Voucher List

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vchlist 08/15/2024	9:36:41AI	и	Voucher List CITY OF SAN FERNANDO)		Page: 26
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
237124	8/19/2024	100532 STATE OF CALIFORNIA, DEPARTMENT O	F JU! (Continued)			
			745027		DOJ LIVESCAN FINGERPRINTING SER'	
				13112	001-222-0000-4270	264.00
				13112	004-2386	2,097.00
					Total :	6,704.00
237125	8/19/2024	894649 STERLING ADMINISTRATION	798966		FSA FUNDING CONTRIBUTION	
					004-2365	506.64
					Total :	506.64
237126	8/19/2024	892310 SWANK MOTION PICTURES	RG 3675338		LICENSING-SUMMER MOVIE NIGHTS	
23/120	0/13/2024	032310 SWANK MOTION FICTORES	10 307 3330		001-424-0000-4260	520.00
			RG 3681532		LICENSING-SUMMER MOVIE NIGHTS	520.00
			110 000 1002		001-424-0000-4260	520.00
			RG 3685282		LICENSING-SUMMER MOVIE NIGHTS	
					001-424-0000-4260	520.00
					Total :	1,560.00
237127	8/19/2024	890898 TETRA MECHANICAL SERVICE INC	11123		ROUTINE MAINT & EMERGENCY A/C R	
				13033	043-390-0000-4260	565.00
			11125		ROUTINE MAINT & EMERGENCY A/C R	
				13033	043-390-0000-4260	865.00
			11126		ROUTINE MAINT & EMERGENCY A/C R	
				13033	043-390-0000-4260	775.00
			11127		ROUTINE MAINT & EMERGENCY A/C R	
				13033	043-390-0000-4260	325.00
			11128	10000	ROUTINE MAINT & EMERGENCY A/C R	505 50
			11129	13033	043-390-0000-4260 ROUTINE MAINT & EMERGENCY A/C R	585.50
			11129	13033	043-390-0000-4260	585.00
			11130	10000	ROUTINE MAINT & EMERGENCY A/C R	000.00
			11100	13033	043-390-0000-4260	1.550.00
			11131		ROUTINE MAINT & EMERGENCY A/C R	,
				13033	043-390-0000-4260	835.00
			11132		ROUTINE MAINT & EMERGENCY A/C R	
				13033	043-390-0000-4260	1,250.00
			11133		ROUTINE MAINT & EMERGENCY A/C R	

EXHIBIT "A"

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/chlist)8/15/2024	9:36:41AI	м	Voucher List CITY OF SAN FERNAN	DO	Ρ	age: 27
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
237127	8/19/2024	890898 TETRA MECHANICAL SERVICE INC	(Continued)			
				13033	043-390-0000-4260	1,445.00
					Total :	8,780.50
237128	8/19/2024	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST ST	
					043-390-0000-4210	49.15
			088-520-6400-8		GAS-117 MACNEIL	
					043-390-0000-4210	72.5
			143-287-8131-6		GAS - 208 PARK	
					043-390-0000-4210	47.59
					Total :	169.3
237129	8/19/2024	101528 THE HOME DEPOT CRC	0340086		MISC SUPPLIES	
					043-390-0000-4300	88.1
			1340036		SUPPLIES FOR WATER LINE	
					070-384-0000-4300	255.2
			4344680		MALL REPAIRS	
					030-341-0000-4300	69.63
			4360196		CURB REPAIRS	
					001-311-0000-4300	16.1
			4513981		MATL'S TO INSTALL PIPE CLAMPS-PLA	07.5
			4972526		070-384-0000-4300 SMALL TOOLS	87.5
			4972526		072-360-0000-4340	472.9
			4972527		SMALL TOOLS	472.9
			4312021		072-360-0000-4340	359.1
			5104599		WATER FILTER REPLACEMENT	000.11
					043-390-0000-4300	39.5
			6511093		REPLACEMENT BULBS	
					043-390-0000-4300	132.19
			7124880		MISC SUPPLIES	
					070-383-0000-4310	30.5
			7971936		DEPARTMENT SUPPLIES	
					070-384-0000-4300	3,140.5
			8326679		OFFICE CHAIR	
					041-320-0000-4300	153.70
			9012685		REPLACEMENT RAKES	

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
237129	8/19/2024	101528 THE HOME DEPOT CRC	(Continued)		043-390-0000-4300 Total	:	193.39 5,038.81
237130	8/19/2024	893504 TOWN HALL STREAMS, LLC	15880		STREAMING SERVICES-AUG 2024 001-115-0000-4260 Total	:	175.00 175.00
237131	8/19/2024	103445 UNDERGROUND SERVICE ALERT	24-250392 720240693		CA STATE FEE REGULATORY COSTS 070-381-0000-4260 (53) SNF01 NEW TICKET CHARGES 070-381-0000-4260		30.96 304.15
237132	8/19/2024	893746 UNISHIELD	14-004002		Total FIRST AID KIT-CITY HALL 001-310-0000-4300 Total		335.11 595.82 595.82
237133	8/19/2024	103439 UPS	831954314		COURIER SERVICES 001-190-0000-4280 Total	:	131.60 131.60
237134	8/19/2024	103534 VALLEY LOCKSMITH	0126	13044	LOCKSMITH SERVS FOR ALL FACILITI 070-384-0000-4330 Total		941.00 941.00
237135	8/19/2024	891220 VAN LANT & FANKHANEL, LLP	032524	13071	ANNUAL AUDIT SERVICES 001-130-0000-4270 Total	:	3,650.00 3,650.00
237136	8/19/2024	894832 VARO, ESMERALDA	845994		YOUTH BASKETBALL REFUND 017-3770-1328 Total	:	60.00 60.00
237137	8/19/2024	894464 VERIZON WIRELESS SERVICES, LLC	9022363901		CELL TOWER/AREA SEARCH REQUES 001-224-0000-4270 Total		95.00 95.00

EXHIBIT "A"

RES. NO. 24-082

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
237138	8/19/2024	100101 VERIZON WIRELESS-LA	996965024		VARIOUS CELL PHONE PLANS		
					001-105-0000-4220		49.87
					001-222-0000-4220		76.02
					001-152-0000-4220		180.08
					001-420-0000-4220		40.01
					028-155-0000-4300		40.01
					043-390-0000-4310		254.07
					070-384-0000-4220		450.04
					072-360-0000-4220		102.64
			996994707		PD CELL PHONE PLANS		
					001-222-0000-4220		646.09
			9969961475		CITY YARD STANDBY PHONE PLAN		
					072-360-0000-4220		36.87
					Total :		1,875.70
237139	8/19/2024	103603 VULCAN MATERIALS COMPANY	483472		BASE & COLD MIX FOR UTILITY TRENC		
				12991	070-384-0000-4260		38.43
					Total :		38.43
237140	8/19/2024	890970 WEX BANK	98861418		FUEL FOR CITY FLEET		
					041-320-0152-4402		271.39
					041-320-0221-4402		749.19
					041-320-0222-4402	1	1,237.74
					041-320-0224-4402	1	1,413.14
					041-320-0225-4402	5	5,875.19
					070-384-0000-4402		472.77
					072-360-0000-4402		275.82
					041-320-0370-4402		978.77
					041-320-0390-4402	2	2,013.41
					041-320-0420-4402		92.16
					029-335-0000-4402		120.01
					070-381-0000-4402		37.96
					070-382-0000-4402		597.55
					070-383-0000-4402		677.81
					041-320-0228-4402		965.72
					041-320-0311-4402	2	2,538.25
					041-320-0320-4402		112.85

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vchlist 08/15/2024	9:36:41A	м	Voucher List CITY OF SAN FERNANDO)		Page: 30
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237140	8/19/2024	890970 890970 WEX BANK	(Continued)		Total :	18,429.73
237141	8/19/2024	894009 WILLDAN ENERGY SOLUTIONS	11	12905	HVAC FOR CITY FACILITIES 032-390-0765-4600 032-2037 Total :	10,790.00 -539.50 10,250.50
154	Vouchers for	or bank code : bank3			Bank total :	1,170,348.02
154	Vouchers in	n this report			Total vouchers :	1,170,348.02

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A" **RES. NO. 24-082**

vchlist 08/06/2024	2:44:07P	м	Voucher Li CITY OF SAN FER			Page: 1
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236977	8/6/2024	102519 P.E.R.S.	AUG 2024		HEALTH INS BENEFITS-AUG 2024	
					001-1160	190,468.38
					Total :	190,468.38
1	Vouchers for	or bank code : bank3			Bank total :	190,468.38
1	Vouchers in	this report			Total vouchers :	190,468.38

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A" RES. NO. 24-082

vchlist 08/01/2024	9:22:58A	м		Voucher List CITY OF SAN FERNANDO		
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236976 8	8/1/2024	103648 CITY OF SAN FERNANDO	PR 8/2/24		REIMB FOR PAYROLL W/E 7/26/24	
					001-1003	627,088.60
					007-1003	2,241.15
					017-1003	20,462.07
					027-1003	2,466.47
					028-1003	1,085.45
					029-1003	3,956.82
					041-1003	6,981.52
					043-1003	25,187.81
					070-1003	55,359.10
					072-1003	20,751.65
					074-1003	1,118.53

	074-1003	1,118.53
	094-1003	1,085.48
	110-1003	8,511.45
	Total :	776,296.10
1 Vouchers for bank code : bank3	Bank total :	776,296.10
1 Vouchers in this report	Total vouchers :	776,296.10

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

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08/07/2024	3:29:36P	М	CITY OF SAN FE	CITY OF SAN FERNANDO				
Bank code :	bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
236978	8/7/2024	103184 SMART & FINAL	0241		ACTIVITIES SUPPLIES			
					017-420-1337-4300	89.93		
			184		CIT SNACKS			
					004-2391	148.56		
			240		DAY CAMP SUPPLIES			
					017-420-1399-4300	93.90		
			32		SENIOR TRIP REFRESHMENTS			
					004-2383	67.17		
					001-422-0000-4300	14.48		
			499		REFRESHMENTS FOR COMM ACADEM			
					001-222-0000-4300	30.78		
			79		DAY CAMP SUPPLIES			
					017-420-1399-4300	168.49		
					Total :	613.31		
1	Vouchers for	or bank code : bank3			Bank total :	613.31		
1	Vouchers in	n this report			Total vouchers :	613.31		

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A" RES. NO. 24-082

vchlist 08/09/2024	9:26:09A					Page: 1
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236979	8/9/2024	101207 FRANCHISE TAX BOARD	392582514022233433		REPL PR BEN/DED CHECK-INCORR PA 017-2020 Total :	50.00 50.00
236980	8/9/2024	887794 MORE, YARI	081024		SUMMER CONCERT-"YARI MORE LATIN 001-424-0000-4260 Total :	2,300.00 2,300.00
236981	8/9/2024	894079 THEA'S TOUR LINE	569	13221	SENIOR CLUB RENO TRIP (TRANSP., L/ 004-2383 Total :	12,492.00 12,492.00
3	Vouchers fo	or bank code : bank3			Bank total :	14,842.00
3	Vouchers ir	n this report			Total vouchers :	14,842.00

Voucher Registers are not final until approved by Council.

vchlist

SPECIAL CHECKS

EXHIBIT "A" RES. NO. 24-082

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08/15/2024	8:49:01AI	И	CITY OF SAN FER	NANDO		
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236982	8/15/2024	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - AUG 2024	
					001-1160 Total :	2,479.22 2,479.22
236983	8/15/2024	103648 CITY OF SAN FERNANDO	PR 8/16/24		REIMB FOR PAYROLL W/E 8/9/24 001-1003 007-1003 027-1003 028-1003 029-1003 029-1003 041-1003 041-1003 043-1003 072-1003 072-1003 072-1003 072-1003 101-1003 110-1003	625,657.35 2,241.17 9,632.23 2,402.72 1,060.47 3,331.56 3,074.91 7,118.87 26,389.91 58,453.44 20,603.56 1,118.55 1,060.48 8,511.45 771,256.67
236984	8/15/2024	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - AUG 2024 001-1160 Total :	195.30 195.30
236985	8/15/2024	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - AUG 2024 001-1160 Total :	11,693.15 11,693.15
236986	8/15/2024	103054 SAN FERNANDO POLICE	DEMAND		SFPOA LTD/STD INS BENEFITS - AUG 2 001-1160 Total :	2,480.00 2,480.00
236987	8/15/2024	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - AUG 2024 001-1160	2,879.45

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vchlist 08/15/2024	8:49:01A	М		Voucher List CITY OF SAN FERNAND	D		Page:	2
Bank code :	bank3							
Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
236987	8/15/2024	887627	887627 STANDARD INSURANCE	(Continued)		Total :		2,879.45
	6 Vouchers fo	or bank code :	bank3			Bank total :	7	90,983.79
e	Vouchers in	this report				Total vouchers :	7	90,983.79

Voucher Registers are not final until approved by Council.

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SPECIAL CHECKS

Voucher List

CITY OF SAN FERNANDO

Page: 1

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236743	8/1/2024	100286 BAKER, BEVERLY	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	184.72 184.72
236744	8/1/2024	100916 DEIBEL, PAUL	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	291.15 291.15
236745	8/1/2024	101781 KISHITA, ROBERT	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	167.79 167.79
236746	8/1/2024	101926 LILES, RICHARD	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	291.15 291.15
236747	8/1/2024	102126 MARTINEZ, MIGUEL	24-Aug		CALPERS HEALTH REIMB 070-180-0000-4127 Total :	708.41 708.41
236748	8/1/2024	891354 RAMIREZ, ROSALINDA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	167.79 167.79
236749	8/1/2024	892782 TIGHE, DONNA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	167.79 167.79
7	Vouchers fo	or bank code : bank3			Bank total :	1,978.80
7	Vouchers in	this report			Total vouchers :	1,978.80

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vchlist 07/30/2024	9:37:27AM	Voucher List CITY OF SAN FERN			Page: 2
Bank code :	bank3				
Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

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Voucher List

CITY OF SAN FERNANDO

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
236750	8/1/2024	894452 ABDALLAH, MARIA G.	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,021.49 2,021.49
236751	8/1/2024	100091 AGORICHAS, JOHN	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	291.15 291.15
236752	8/1/2024	891039 AGUILAR, JESUS	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	492.58 492.58
236753	8/1/2024	100104 ALBA, ANTHONY	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	739.30 739.30
236754	8/1/2024	891011 APODACA-GRASS, ROBERTA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	291.15 291.15
236755	8/1/2024	100260 AVILA, FRANK	24-Aug		CALPERS HEALTH REIMB 041-180-0000-4127	Total :	1,573.82 1,573.82
236756	8/1/2024	100306 BARNARD, LARRY	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	873.00 873.00
236757	8/1/2024	100346 BELDEN, KENNETH M.	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,396.00 1,396.00
236758	8/1/2024	892233 BUZZELL, CAROL	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	184.72 184.72
236759	8/1/2024	891350 CALZADA, FRANK	24-Aug		CALPERS HEALTH REIMB		

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vchlist 07/30/2024	9:57:22A	м	Voucher List CITY OF SAN FERNANDO			P	age: 2
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
236759	8/1/2024	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	Total :	526.44 526.44
236760	8/1/2024	100642 CASTRO, RICO	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,105.94 2,105.94
236761	8/1/2024	103816 CHAVEZ, ELENA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	855.67 855.67
236762	8/1/2024	100752 COLELLI, CHRISTIAN	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,093.07 2,093.07
236763	8/1/2024	891014 CREEKMORE, CASIMIRA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	291.15 291.15
236764	8/1/2024	893711 DAVIS, JAMES	24-Aug		CALPERS HEALTH REIMB 072-180-0000-4127	Total :	1,581.28 1,581.28
236765	8/1/2024	100913 DECKER, CATHERINE	24-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	263.02 263.02
236766	8/1/2024	100925 DELGADO, RALPH	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	526.44 526.44
236767	8/1/2024	101667 DIAZ, EVELYN	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	899.00 899.00
236768	8/1/2024	100960 DIEDIKER, VIRGINIA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127		291.15

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CITY OF SAN FERNANDO

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
236768	8/1/2024	100960 100960 DIEDIKER, VIRGINIA	(Continued)	1		Total :	291.15
236769	8/1/2024	100996 DRAKE, JOYCE	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	291.15 291.1 5
236770	8/1/2024	100995 DRAKE, MICHAEL	24-Aug		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	Total :	145.58 145.57 291.15
236771	8/1/2024	100997 DRAPER, CHRISTOPHER	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,093.07 2,093.07
236772	8/1/2024	101044 ELEY, JEFFREY	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,214.00 2,214.00
236773	8/1/2024	891040 FISHKIN, RIVIAN	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	167.79 167.7 9
236774	8/1/2024	101178 FLORES, ADRIAN	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,356.30 1,356.30
236775	8/1/2024	101182 FLORES, MIGUEL	24-Aug		CALPERS HEALTH REIMB 043-180-0000-4127	Total :	1,356.30 1,356.30
236776	8/1/2024	892103 GAJDOS, BETTY	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	167.79 167.79
236777	8/1/2024	894378 GARCIA, BERTHA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127		708.41

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vchlist 07/30/2024	9:57:22A	М	Voucher List CITY OF SAN FERNANDO		F	age: 4
Bank code :	bank3					
Voucher	Date	Vendor	Invoice PC	D # Description/Account		Amount
236777	8/1/2024	894378 894378 GARCIA, BERTHA	(Continued)		Total :	708.41
236778	8/1/2024	891351 GARCIA, DEBRA	24-Aug	CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,136.72 2,136.72
236779	8/1/2024	101281 GARIBAY, SAUL	24-Aug	CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,532.39 2,532.39
236780	8/1/2024	101318 GLASGOW, KEVIN	24-Aug	CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,093.07 2,093.07
236781	8/1/2024	891020 GLASGOW, ROBERT	24-Aug	CALPERS HEALTH REIMB 001-180-0000-4127	Total :	308.00 308.00
236782	8/1/2024	101333 GODINEZ, FRAZIER C.	24-Aug	CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,810.29 1,810.29
236783	8/1/2024	101409 GUERRA, LAUREN E	24-Aug	CALPERS HEALTH REIMB 072-180-0000-4127	Total :	599.65 599.65
236784	8/1/2024	891021 GUIZA, JENNIE	24-Aug	CALPERS HEALTH REIMB 001-180-0000-4127	Total :	291.15 291.15
236785	8/1/2024	102896 GUZMAN, ROSA	24-Aug	CALPERS HEALTH REIMB 001-180-0000-4127	Total :	855.67 855.67
236786	8/1/2024	891352 HADEN, SUSANNA	24-Aug	CALPERS HEALTH REIMB 001-180-0000-4127	Total :	708.41 708.41

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CITY OF SAN FERNANDO

EXHIBIT "A" RES. NO. 24-082

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
236787	8/1/2024	101440 HALCON, ERNEST	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,396.00 1,396.00
236788	8/1/2024	101672 HANCHETT, NICHOLE	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,441.88 1,441.88
236789	8/1/2024	891918 HARTWELL, BRUCE	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	739.30 739.30
236790	8/1/2024	101465 HARVEY, DAVID	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	167.79 167.79
236791	8/1/2024	101466 HARVEY, DEVERY MICHAEL	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	873.00 873.00
236792	8/1/2024	101471 HASBUN, NAZRI A.	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	235.68 235.68
236793	8/1/2024	891023 HATFIELD, JAMES	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	739.30 739.30
236794	8/1/2024	892104 HERNANDEZ, ALFONSO	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	739.30 739.30
236795	8/1/2024	891024 HOOKER, RAYMOND	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	291.15 291.1 5
236796	8/1/2024	893616 HOUGH, LOIS	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127		184.72

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
236796	8/1/2024	893616 893616 HOUGH, LOIS	(Continued)		Total :	184.72
236797	8/1/2024	101597 IBRAHIM, SAMIR	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	492.58 492.58
236798	8/1/2024	101694 JACOBS, ROBERT	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	873.00 873.00
236799	8/1/2024	892105 KAHMANN, ERIC	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	492.58 492.58
236800	8/1/2024	101786 KLOTZSCHE, STEVEN	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	575.02 575.02
236801	8/1/2024	891866 KNIGHT, DONNA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	161.43 161.43
236802	8/1/2024	892929 LEWIS, WANDA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	291.15 291.15
236803	8/1/2024	891043 LIEBERMAN, LEONARD	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	167.79 167.79
236804	8/1/2024	101933 LITTLEFIELD, LESLEY	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	291.15 291.15
236805	8/1/2024	102045 LLAMAS-RIVERA, MARCOS	24-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,652.90 1,652.90

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SPECIAL CHECKS Voucher List

CITY OF SAN FERNANDO

EXHIBIT "A"

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
236806	8/1/2024	102059 MACK, MARSHALL	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	599.65 599.65
236807	8/1/2024	891010 MAERTZ, ALVIN	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	479.86 479.86
236808	8/1/2024	888037 MARTINEZ, ALVARO	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,885.82 1,885.82
236809	8/1/2024	102206 MILLER, WILMA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	291.15 291.15
236810	8/1/2024	102212 MIRAMONTES, MONICA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	628.36 628.36
236811	8/1/2024	102232 MIURA, HOWARD	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	291.15 291.15
236812	8/1/2024	892106 MONTAN, EDWARD	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	184.72 184.72
236813	8/1/2024	102365 NAVARRO, RICARDO A	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	516.44 516.44
236814	8/1/2024	102443 OKAFOR, MICHAEL	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,884.73 1,884.73
236815	8/1/2024	102473 ORDELHEIDE, ROBERT	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127		2,146.00

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vchlist 07/30/2024	9:57:22A	м	Voucher List CITY OF SAN FERNAND	0		Pa	ige: 8
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
236815	8/1/2024	102473 102473 ORDELHEIDE, ROBERT	(Continued)			Total :	2,146.00
236816	8/1/2024	102486 ORSINI, TODD	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,102.76 2,102.76
236817	8/1/2024	102569 PARKS, ROBERT	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,214.00 2,214.00
236818	8/1/2024	102580 PATINO, ARMANDO	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,214.00 2,214.00
236819	8/1/2024	102527 PISCITELLI, ANTHONY	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	526.44 526.44
236820	8/1/2024	891033 POLLOCK, CHRISTINE	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	308.00 308.00
236821	8/1/2024	102735 QUINONEZ, MARIA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,573.82 1,573.82
236822	8/1/2024	891034 RAMSEY, JAMES	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	974.47 974.47
236823	8/1/2024	102788 RAYGOZA, JOSE LUIS	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,810.29 1,810.29
236824	8/1/2024	102864 RIVETTI, DOMINICK	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	873.00 873.00

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EXHIBIT "A" RES. NO. 24-082

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Voucher List CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
236825	8/1/2024	102936 RUELAS, MARCO	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,136.72 2,136.72
236826	8/1/2024	102940 RUIZ, RONALD	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	599.65 599.65
236827	8/1/2024	891044 RUSSUM, LINDA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	167.79 167.79
236828	8/1/2024	103005 SALAZAR, TONY	24-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,356.30 1,356.30
236829	8/1/2024	103118 SENDA, OCTAVIO	24-Aug		CALPERS HEALTH REIMB 043-180-0000-4127	Total :	1,810.29 1,810.29
236830	8/1/2024	892107 SHANAHAN, MARK	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	492.58 492.58
236831	8/1/2024	891035 SHERWOOD, NINA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	291.15 291.15
236832	8/1/2024	103175 SKOBIN, ROMELIA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,438.01 1,438.01
236833	8/1/2024	893677 SOLIS, MARGARITA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	547.69 547.6 9
236834	8/1/2024	103220 SOMERVILLE, MICHAEL	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	10101	1,706.00

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vchlist 07/30/2024	9:57:22A	м	Voucher List CITY OF SAN FERNAND	00		Pa	age: 10
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
236834	8/1/2024	103220 103220 SOMERVILLE, MICHAEL	(Continued)			Total :	1,706.00
236835	8/1/2024	889588 UFANO, VIRGINIA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	167.79 167.79
236836	8/1/2024	103516 VAIRO, ANTHONY	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,706.00 1,706.00
236837	8/1/2024	888417 VALDIVIA, LAURA	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	291.15 291.15
236838	8/1/2024	103550 VANICEK, JAMES	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,573.82 1,573.82
236839	8/1/2024	103562 VASQUEZ, JOEL	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,214.00 2,214.00
236840	8/1/2024	888562 VILLALPANDO, SEBASTIAN FRANK	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	492.58 492.58
236841	8/1/2024	103692 VILLALVA, FRANCISCO	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,810.29 1,810.29
236842	8/1/2024	891038 WAITE, CURTIS	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	739.30 739.30
236843	8/1/2024	103612 WALKER, MICHAEL	24-Aug		CALPERS HEALTH REIMB 027-180-0000-4127	Total :	167.79 167.79

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9:57:22AM

vchlist

07/30/2024

SPECIAL CHECKS

Voucher List CITY OF SAN FERNANDO

EXHIBIT "A" RES. NO. 24-082

Page: 11

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236844	8/1/2024	103620 WARREN, DALE	24-Aug		CALPERS HEALTH REIMB 072-180-0000-4127 Total :	167.79 167.79
236845	8/1/2024	891036 WATT, DAVID	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	739.30 739.30
236846	8/1/2024	893690 WATTS, STEVE M.	24-Aug		CALPERS HEALTH REIMB 072-180-0000-4127 Total :	1,033.20 1,033.20
236847	8/1/2024	891037 WEBB, NANCY	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	291.15 291.15
236848	8/1/2024	103643 WEDDING, JEROME	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	739.30 739.30
236849	8/1/2024	103727 WYSBEEK, DOUDE	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	291.15 291.15
236850	8/1/2024	103737 YNIGUEZ, LEONARD	24-Aug		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	739.30 739.30
101	Vouchers for	or bank code : bank3			Bank total :	94,298.15
101	Vouchers ir	a this report			Total vouchers :	94,298.15

Voucher Registers are not final until approved by Council.



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AGENDA REPORT

 To: Mayor Celeste T. Rodriguez and Councilmembers
 From: Nick Kimball, City Manager By: Erica Melton, Director of Administrative Services
 Date: August 19, 2024
 Subject: Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2024-2025

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8327 (Attachment "A") establishing the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System;
- b. Fix the property tax rate for Fiscal Year (FY) 2024-2025 at \$0.170462 per \$100 of assessed valuation; and
- c. Levy that tax rate upon all taxable property in the City.

BACKGROUND:

- 1. On April 9, 1946, the voters of the City of San Fernando (City) approved a ballot measure authorizing an ad valorem property tax rate to raise the funds necessary to pay the City's annual obligation to the California Public Employees' Retirement System (CalPERS) for the retirement benefits of City employees.
- 2. In 1980, the Legislature adopted California Revenue and Taxation Code Section 93, which authorized local agencies to levy ad valorem property taxes equal to the amount needed to make annual payments for the interest and principal on indebtedness approved by the voters prior to July 1, 1978 (i.e., prior to the effective date of Proposition 13).
- 3. In FY 1982-1983, the City levied an ad valorem property tax rate of \$0.28420 for each \$100 of assessed value on all property in the City subject to taxation (Resolution No. 5252, adopted August 18, 1982) to pay the City's annual CalPERS obligation.

FINANCE DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-7307 WWW.SFCITY.ORG

Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2024-2025 Page 2 of 4

- 4. In FY 1983-1984, the City levied an ad valorem property tax rate of \$0.26420 for each \$100 of assessed value on all property in the City subject to taxation (Resolution No. 5326, adopted August 15, 1983) to pay the City's annual CalPERS obligation.
- 5. In 1985, the Legislature adopted Revenue and Taxation Code Section 96.31, which authorized a jurisdiction to continue to impose an ad valorem property tax levy to make payments in support of pension programs, provided: 1) it was approved by voters prior to July 1, 1978, and 2) the jurisdiction imposed the property tax levy in either FY 1982-1983 or FY 1983-1984.
- 6. Section 96.31 further provided a cap on the tax rate that a jurisdiction may levy; specifically, the tax rate may not exceed the rate imposed by that jurisdiction in the 1982-1983 or 1983-1984 fiscal years, pursuant to a budget resolution adopted on or before July 1, 1983. Therefore, because the City adopted its FY 1983-1984 Resolution on August 15, 1983, the maximum rate it can levy is \$0.28420 for each \$100 of assessed property value, which rate was established in FY 1982-1983.
- 7. The ad valorem property tax rate levied on all taxable property to fund the City's CalPERS obligation in FY 2023-2024 was \$0.187613 per \$100 of assessed valuation.

ANALYSIS:

An ad valorem tax levied on property values serves as a critical source of revenue for funding public employee pensions. This tax provides a stable and equitable way to generate the necessary funds to meet long-term pension obligations, ensuring financial security for retired public employees. Reliable pension funding is essential not only for fulfilling legal commitments but also for attracting and retaining skilled workers in the public sector. If revenues were not provided through an ad valorem tax, then public employee pensions would need to be funded from the General Fund, which would have an impact on the resources available to provided city services.

The City's ad valorem property tax is dedicated to fund pension obligations and is critical to the long-term financial stability of the City. Most cities in California do not have a revenue stream dedicated to pay pension costs and must use General Funds to meet their pension obligation. Continuing to manage this tax responsibly ensures a long-term, non-General Fund revenue stream to pay employee pension costs.

Each year, the City must establish a property tax levy to be used to pay the City's obligation to CalPERS for employee pension benefits. Due to voter approval of Proposition 13 in 1978, the City cannot levy a tax rate that exceeds \$0.28420 per \$100 of assessed value. Additionally, the tax may only be used to fund the value of benefits attributable to benefits contracted for or effective before July 1, 1978. In 2021, the City commissioned an actuarial report to determine what proportion of the current pension costs is attributable to benefits that were provided in 1978 and

Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2024-2025 Page 3 of 4

what proportion is attributable to enhancements in pension benefits since 1978. That report determined that approximately 80% of current pension costs are attributable to pre-1978 benefits and 20% are attributable to post-1978 benefits, which must be funded through sources other than the pension tax (i.e., Enterprise Funds, Special Funds, General Fund, employee contributions, etc.).

In 2018, the City Council appointed an ad hoc to work with staff to evaluate the City's retirement related liabilities and develop recommendations to control pension costs. As a result, the City implemented a number of cost control measures, including increasing employee pension contributions, refinancing the City's long-term pension liability through a low-interest Pension Obligation Bond, and establishing a Section 115 Trust Account to pre-fund certain retirement benefits.

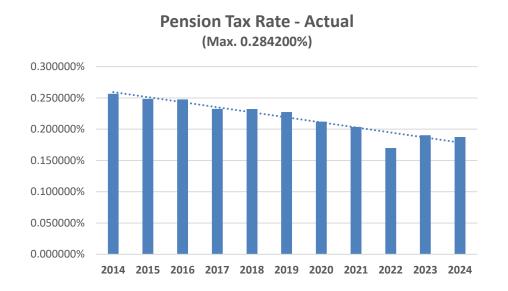
The Los Angeles County Assessor has recently released their Statement of Values for FY 2024-2025 (Attachment "B"). The total preliminary Assessed Value for San Fernando is \$2,745,209,983 (5.7% increase from FY 2023-2024). Due to the strong growth in assessed values in San Fernando in FY 2024-2025, and proactive steps taken by City Council to control pension costs, the City Council decreased the tax by 9.1% from the current rate of \$0.187613 to \$0.170462. This will sufficiently fund the approximately \$4.7 million needed to cover 80% of the City's projected CalPERS costs for FY 2024-2025 at 40.0% lower than the maximum allowable rate.

BUDGET IMPACT:

There are sufficient funds appropriated in the FY 2024-2025 Adopted Budget to fund the City's employee pension obligation with CalPERS. The revenues raised by setting the ad valorem tax rate at \$0.170462 per \$100 of assessed value will provide sufficient revenue to fully offset the cost of employee pensions and will not require a subsidy from the General Fund.

In FY 2023-2024, a residential property valued at \$500,000 would have paid approximately \$938 in property taxes. Based on the new fiscal year 2024-2025 preliminary assessed values and proposed rate, a residential property valued at the same rate would pay \$852.¹

Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2024-2025 Page 4 of 4



¹ Residents will pay \$170.46 per \$100,000 of assessed value in FY 2024-2025 compared to \$187.61 per \$100,000 of assessed value in FY 2023-2024.

CONCLUSION:

Staff recommends City Council adopt Resolution No. 8327 to fix the property tax rate at \$0.170462 per \$100 of assessed value and will be used to fund the appropriate portion of the City's total annual CalPERS obligation, which is estimated at \$4.7 million for FY 2024-2025.

ATTACHMENTS:

- A. Resolution No. 8327, including:
 Exhibit "1": FY 2024-2025 Calculation of Property Tax for City's Obligation to the CalPERS
- B. Fiscal Year 2024-2025 Assessed Valuation and Tax Rate Input Forms (August 8, 2024)

RESOLUTION NO. 8327

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, FIXING A TAX RATE AND LEVYING TAXES FOR FISCAL YEAR 2024-2025 ON PROPERTY WITHIN THE CITY FOR THE OBLIGATION OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR THE RETIREMENT BENEFITS OF CITY EMPLOYEES, AUTHORIZED AT AN ELECTION HELD ON APRIL 9, 1946

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

SECTION 1: On April 9, 1946, the voters of the City of San Fernando ("City") approved a ballot measure authorizing the levying of an additional property tax rate to raise the funds necessary to pay for the annual obligation of the City to the California Public Employees' Retirement System ("PERS") for the retirement benefits of City employees.

SECTION 2: California Revenue and Taxation Code Section 96.31(a) provides that for FY 1985-1986 and each fiscal year thereafter, a jurisdiction may impose a property tax rate to make payments in support of pension programs approved by the voters before July 1, 1978, provided that the jurisdiction imposed the property tax rate in FY 1982-1983 or FY 1983-1984. Revenue and Taxation Code Section 96.31(b) provides that the tax rate imposed by a jurisdiction pursuant to Section 96.31(a) may not exceed the rate imposed by that jurisdiction in FY 1982-1983 or FY 1983-1984.

SECTION 3: For FY 1982-1983, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.28420 for each one hundred dollars (\$100.00) of assessed value of all property in the City subject to taxation (Resolution No. 5252). For FY 1983-1984, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.26420 for each one hundred dollars (\$100.00) of assessed value of all property in the City subject to taxation (Resolution No. 5326). Pursuant to California Revenue and Taxation Code Section 96.31(b), the City is authorized to impose a maximum tax rate of \$0.28420 for each \$100 of assessed property value, which is the property tax rate imposed by the City in FY 1982-1983.

SECTION 4: As set forth in Exhibit "1" to this Resolution, which is attached hereto and incorporated herein by this reference, the City Council has determined and fixed the sum of \$4,862,550 as the amount of revenue from property taxes necessary to pay the City's PERS obligation for FY 2024-2025.

SECTION 5: Pursuant to Exhibit "1" to this Resolution, the City Council hereby fixes the tax rate of the City of San Fernando for FY 2024-2025 at \$0.170462 and hereby levies such tax in that amount upon each one hundred dollars (\$100.00) of property value of all property in the City subject to taxation, using as a basis the value of such property as assessed and equalized in a manner prescribed by law.

SECTION 6: The City Clerk is directed to transmit immediately to the Los Angeles County Auditor-Controller a certified copy of this Resolution, together with a statement of the tax rate fixed herein.

SECTION 7: The City Clerk shall certify to the adoption to this Resolution, which shall be in full force and effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED THIS 19th day of August, 2024.

Celeste T. Rodriguez, 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. 8327 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 19th day of August, 2024, 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 August, 2024.

Julia Fritz, City Clerk

City of San Fernando

<u>FY 2024-2025 Calculation of Property Tax for City's Obligation</u> to the California Public Employee's Retirement System

The following calculations are based on the assessed valuation figures received from the Los Angeles County Assessor for tax areas 240.01 through 240.07.

Assessed Valuation General City Area (240.01)	\$2,745,209,983
Total Retirement Assessed Valuation	\$2,745,209,983
Estimated Retirement Cost (FY 2024-25 Budget)	\$6,078,409
Amount Charged to Other Funds	(\$1,248,859)
Less Employee Contributions	(\$150,000)
Funding Required (FY 2024-2025)	\$4,679,550
Max funding per actuarial determination (80%)**	\$4,862,727
Funding Rate per \$100 of Assessed Value	¢0.470.460
(Funding Required/Total Retirement AV)*100	\$0.170462
Maximum Funding Rate Allowed*	\$0.284200
Notes:	

*The Funding Rate required is \$0.170462;The City is authorized to impose a maximum amount of \$0.284200 per Revenue and Taxation Code Section 96.31.

**In August 2019, the City received an Actuarial Study estimating the current value of pension benefits provided in 1978, prior to voter approval of Proposition 13, which limited the amount the City's Pension Tax can fund to the current value of pension benefits provided in 1978.



COUNTY OF LOS ANGELES DEPARTMENT OF AUDITOR-CONTROLLER

PROPERTY TAX APPORTIONMENT DIVISION KENNETH HAHN HALL OF ADMINISTRATION 500 WEST TEMPLE STREET, ROOM 484 LOS ANGELES, CALIFORNIA 90012-3554

ASSISTANT AUDITOR-CONTROLLERS

MAJIDA ADNAN ROBERT G. CAMPBELL

OSCAR VALDEZ AUDITOR-CONTROLLER

CONNIE YEE CHIEF DEPUTY AUDITOR-CONTROLLER

August 8, 2024

All Taxing Agencies County of Los Angeles

Attention: Treasurer or Finance Director

FISCAL YEAR (FY) 2024-25 ASSESSED VALUATION AND TAX RATE INPUT FORMS

Enclosed are the FY 2024-25 assessed valuation statements for your taxing agency and our standard CR52 Report A input form for this fiscal year. To assist you in establishing your tax rates, also included is an information sheet indicating the FY 2023-24 unitary and pipeline revenue paid to your agency. This represents your agency's proportionate share of the tax revenue generated from the FY 2023-24 countywide unitary values assessed by the State and pipeline values assessed by the County.

The CR52 Report A input form along with a copy of your <u>resolution</u> must be completed and returned by August 22, 2024. The tax rates must be extended to six decimal places (e.g., 0.123456). Please enter zeros (e.g., 0.000000), if your agency does not levy a tax rate. If your agency levies a tax rate, it must be in accordance with the provisions of Article XIII A, Section 1(b) of the Constitution of the State of California. This law requires that a debt service rate only be applied to the voters if it is approved prior to July 1, 1978 and any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition.

Please email the completed electronic form in PDF format and a scanned copy of the signed resolution to Merle Guazon at <u>MGuazon@auditor.lacounty.gov</u>. Then, submit the original signed form and a copy of the signed resolution to:

County of Los Angeles Department of Auditor-Controller Property Tax Apportionment Division 500 West Temple Street, Room 484 Los Angeles, CA 90012-3554 Attention: Daniel Rodriguez

Please make sure the input form is completely filled out and signed to ensure inclusion of your tax rate(s) on the tax bills.

If you have any questions or require additional assistance, please contact Daniel Rodriguez at DRodriguez@auditor.lacounty.gov or Ellaine Mallari at EMallari@auditor.lacounty.gov.

Very truly yours,

Linda Santillano -0700'

Linda Santillano Division Chief

LS:DR:em H:\Create Tax Roll - Annual\NEW - FY PROCESS\FY 2024-2025\CR Process\Debt Service Rate Letter FY 2024-25.docx

Attachments

CR52RPTA

COUNTY OF LOS ANGELES AUDITOR-CONTROLLER, PROPERTY TAX APPORTIONMENT DIVISION

2024 - 25 SECURED TAX RATES

ACCT # AGENCY NAME

TAX RATE

240.01 CITY-S FERNANDO TD #1

I, ______, AM A MEMBER OF THE CITY COUNCIL, A MEMBER OF THE GOVERNING BOARD, THE CHIEF EXECUTIVE OR THE CHIEF FINANCIAL OFFICER FOR THIS AGENCY AND I HEREBY CERTIFY THAT THE TAX RATES LEVIED HEREIN ARE IN ACCORDANCE WITH THE PROVISIONS OF THE ARTICLE XIII SECTION 1(b) OF THE CONSTITUTION OF THE STATE OF CALIFORNIA.

AUTHORIZED SIGNATURE

TITLE

DATE

COUNTY OF LOS ANGELES AUDITOR - CONTROLLER/TAX DIVISION

SV13 7/23/2024

ASSESSED VALUATIONS AUGUST 2024

TAXING AGENCY 240.01 CITY-S FE	RNANDO TD #1		
SECURED VALUATIONS			
LOCALLY ASSESSED			
LAND	1,483,305,813		
IMPROVEMENTS	1,139,959,037	SECURED HOMEOWNER EXEMPTION ⁴	12,236,000
PERSONAL PROPERTY	2,591,054		
LESS: EXEMPTIONS ¹	84,898,625		
TOTAL - LOCALLY ASSESSED	2,540,957,279		
PUBLIC UTILITY (ST. BOARD OF EQUAL)			
LAND	39,100		
IMPROVEMENTS			
PERSONAL PROPERTY			
TOTAL - PUBLIC UTILITY	39,100		
TOTAL - SECURED VALUATIONS	2,540,996,379		
UNSECURED VALUATIONS ²			
LAND			
IMPROVEMENTS	58,074,725	UNSECURED 5 HOMEOWNER EXEMPTION	
PERSONAL PROPERTY	159,572,011		
LESS: EXEMPTIONS ¹	1,197,132		
TOTAL - UNSECURED VALUATIONS	216,449,604		
GRAND TOTAL	2,757,445,983	TOTAL HOMEOWNER EXEMPTION	12,236,000
¹ Exclusive of Homeowner Exemption.		The above information was compiled from the official records of the	
 ² Tax levied at last year's secured rate. ³ Taxed at full rate distributed according to 5451 to 5456 of the Revenue Taxation Code. 		County of Los Angeles	
⁴ Do not add to exemptions for rate setting purposes.		AUDITOR - CONTROLLER	
 ⁵ Subtract from Total-Unsecured Valutions for determination of Unsecured Tax Revenue. 		By Linda Santillano Chief, Tax Apportionment Divisior	ı

COUNTY OF LOS ANGELES AUDITOR - CONTROLLER/TAX DIVISION

SV13 7/23/2024

ASSESSED VALUATIONS AUGUST 2024

TAXING AGENCY 240.00 CITY TOTA	AL - CITY-S FERNA	NDO TD	
SECURED VALUATIONS			
LOCALLY ASSESSED			
LAND	1,483,305,813		
IMPROVEMENTS	1,139,959,037	SECURED HOMEOWNER EXEMPTION ⁴	12,236,000
PERSONAL PROPERTY	2,591,054		
LESS: EXEMPTIONS ¹	84,898,625		
TOTAL - LOCALLY ASSESSED	2,540,957,279		
PUBLIC UTILITY (ST. BOARD OF EQUAL)			
LAND	39,100		
IMPROVEMENTS			
PERSONAL PROPERTY			
TOTAL - PUBLIC UTILITY	39,100		
TOTAL - SECURED VALUATIONS	2,540,996,379		
UNSECURED VALUATIONS ²			
LAND			
IMPROVEMENTS	58,074,725	UNSECURED 5 HOMEOWNER EXEMPTION	
PERSONAL PROPERTY	159,572,011		
LESS: EXEMPTIONS ¹	1,197,132		
TOTAL - UNSECURED VALUATIONS	216,449,604		
GRAND TOTAL	2,757,445,983		12,236,000
AIRCRAFT ³		HOMEOWNER EXEMPTION	
¹ Exclusive of Homeowner Exemption.		The above information was compiled	
² Tax levied at last year's secured rate.		from the official records of the County of Los Angeles	
³ Taxed at full rate distributed according to 5451 to 5456 of the Revenue Taxation Code.		AUDITOR - CONTROLLER	
⁴ Do not add to exemptions for rate setting purposes.		ADDITOR - CONTROLLER	
⁵ Subtract from Total-Unsecured Valutions for determination of Unsecured Tax Revenue.		By Linda Santillano Chief, Tax Apportionment Division	

COUNTY OF LOS ANGELES AUDITOR-CONTROLLER PROPERTY TAX APPORTIONMENT DIVISION

2023-2024 UNITARY REVENUE

LISTED BELOW IS THE AMOUNT OF THE COUNTYWIDE UNITARY REVENUE CREDITED AND PAID TO YOUR AGENCY FOR 2023-2024. THIS REPRESENTS YOUR AGENCY'S SHARE OF THE REVENUE GENERATED FROM THE COUNTYWIDE UNITARY (STATE ASSESSED) AND PIPELINE (COUNTY ASSESSED) VALUE OF \$25,839,956,629 REPORTED IN 2023-2024.

FOR YOUR INFORMATION, THE 2024-2025 COMBINED COUNTYWIDE UNITARY AND PIPELINE VALUE IS \$27,518,392,161.

ACCOUNT NO	AGENCY NAME	1% REVENUE	D/S REVENUE
240.01	CITY-S FERNANDO TD #1	274,846.53	184,632.44
		274,846.53	184,632.44



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AGENDA REPORT

То:	Mayor Celeste T. Rodriguez and Councilmembers
From:	Nick Kimball, City Manager By: Fabian Valdez, Police Chief CJ Chiasson, Administrative Commander
Date:	August 19, 2024

Subject:Consideration to Approve the Purchase and Outfitting of a Tesla Model Y Electric
Police Vehicle for Patrol Use and Directed Traffic Enforcement Efforts

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8328 (Attachment "A") to appropriate Air Quality Management District (AQMD) fund balance in the amount of \$65,000 towards the purchase of a Tesla Model Y electric vehicle;
- b. Adopt Resolution No. 8329 (Attachment "B") to appropriate Equipment Replacement Fund balance in the amount of \$27,500 for the purchase, installation, and outfitting of emergency police equipment for the Tesla Model Y vehicle;
- c. Waive formal bid requirements and approve a purchase order with Tesla in the amount of \$62,803 for the purchase of the Tesla Model Y vehicle;
- d. Approve a purchase order with Dana Safety Supply in the amount of \$22,703 for the outfitting of emergency police equipment on the Tesla Model Y vehicle; and
- e. Authorize the City Manager, or designee, to execute the Purchase Orders and all related documents, including change orders for unforeseen expenses, up to the approved budget.

BACKGROUND:

1. On March 7, 2022, the City Council approved a five (5) year purchase order with Dana Safety Supply, Inc. for the installation and outfitting of safety equipment for police patrol vehicles.

Consideration to Approve the Purchase and Outfitting of a Tesla Model Y Electric Police Vehicle for Patrol Use and Directed Traffic Enforcement Efforts Page 2 of 4

- 2. The need for traffic enforcement has been a topic of discussion during the San Fernando Neighborhood Watch meetings and during Chat-with-the-Chief events. Traffic enforcement efforts are an ongoing priority of the Department.
- 3. On May 20, 2024, the City Council was presented the Police Department's Safety Insight Report during the budget study session. The City Council highlighted the desire for the Department to allocate resources to traffic enforcement efforts.
- 4. During the Fiscal Year (FY) 2024-2025 budget process, the City Council and staff explored the option of using Air Quality Management District (AQMD) funds to purchase a Tesla police vehicle for traffic enforcement.

ANALYSIS:

Traffic enforcement is a critical function for police departments, as it plays a significant role in public safety by encouraging safer driving behaviors, thereby reducing traffic accidents, injuries, and fatalities. Traffic enforcement also ensures smoother traffic flow, deters criminal activities, and promotes compliance with traffic laws. Consistent traffic enforcement enhances public awareness of road safety and enhances visibility of public safety efforts.

A priority for City Council has been to enhance the City's traffic enforcement program. Traffic enforcement has also been a growing concern in the community and recent significant traffic collisions have highlighted the need to focus public safety resources on traffic enforcement. In the past, Department vacancies and other staffing challenges have presented obstacles to creating a dedicated Traffic Enforcement Unit. However, with an increase in hiring and a number of new officers currently in the Field Officer Training program, the Department expects to be at or near full staffing early in 2025, which will allow the Department to dedicate resources to a Traffic Enforcement Unit.

To address these priorities, the Police Department is proposing an enhanced Traffic Enforcement Program that includes the following elements:

- 1. Establishment of a special Traffic Enforcement Unit to assign an officer to traffic enforcement duties during times of high need.
- 2. Purchasing and deploying a specialized vehicle focused on traffic enforcement to increase visibility and capability.
- 3. Increasing use of technology to enhance the effectiveness of the program (e.g. automated ticket writing machines, on-vehicle camera systems, enhanced speed measuring devices).
- 4. Pursuing grant funding to enhance traffic enforcement activities (e.g. DUI checkpoints, saturation patrols, community education).

Consideration to Approve the Purchase and Outfitting of a Tesla Model Y Electric Police Vehicle for Patrol Use and Directed Traffic Enforcement Efforts Page 3 of 4

The Police Department expects to be able to establish the Traffic Enforcement Unit starting in January 2025, as new officers successfully complete their Field Training program and can be assigned to patrol shifts. Due to lead times in ordering equipment and scheduling training, a number of preparations will need to be made in anticipation of implementing the proposed Traffic Enforcement Program. Specifically, purchasing and outfitting a specialized traffic enforcement vehicle is expected to take approximately six to nine months to complete.

To that end, during the FY 2024-2025 budget process, Police Department staff began researching various vehicles that may serve as the foundation for a Traffic Enforcement Unit. Staff focused on vehicles that provided enhanced visibility, technology, officer safety, and a commitment to environmental sustainability as vehicle traffic is a significant contributor to carbon emissions. After reviewing the various options, staff is recommending the purchase and outfitting of a Tesla Model Y as a police vehicle.

Tesla vehicles are known for their exceptional acceleration and top speeds, making them highly effective for quickly catching up to speeding vehicles and managing high-speed pursuits. In addition, features such as large touch screens, a comprehensive suite of sensors and cameras, double battery packs, near-silent operation, and all-electric drivetrain making the Tesla a safe and effective solution to the specific demands of traffic enforcement.

Integrating a Tesla into the police fleet will significantly enhance the Department's visibility and public image by showcasing a commitment to innovation and modern technology. This will also highlight the Department's dedication to forward-thinking solutions and aligns with the City's sustainability goals by reducing vehicle emissions and improving air quality. Tesla vehicles produce zero tailpipe emissions, contributing to a lower carbon footprint and cleaner air, which is especially crucial in urban areas.

Importantly, Tesla vehicles have already been tested in the field and are in operation as law enforcement vehicles in other jurisdiction. The South Pasadena Police Department has recently converted to an all-Tesla public safety fleet. The South Pasadena Police Department projects a savings of approximately \$4,000 per vehicle per year over the ten year useful life of the vehicle as a result of lower operating and maintenance costs. While the initial purchase price of a Tesla vehicle is higher than a traditional gas powered patrol vehicle, lower fuel and maintenance costs make them a cost-effective and environmentally responsible choice and set a positive example for the community.

Staff received three informal quotes for the purchase of the Tesla Model Y vehicle. Through this process, it was discovered the most cost effective way to procure the vehicle was directly from the manufacturer (Attachment "C"). One quote was from National Auto Fleet Group (Attachment "D" - Sourcewell Contract 091521-NAF,) and the other was through the North Carolina Sheriff Association (Attachment "E" - Contract 24-10-912). Both of these base prices, excluding taxes and fees, were more expensive than ordering directly from Tesla.

Consideration to Approve the Purchase and Outfitting of a Tesla Model Y Electric Police Vehicle for Patrol Use and Directed Traffic Enforcement Efforts Page 4 of 4

For that reason, staff recommends the City Council accept the informal bid process, determine it is in the City's best interest to waive formal bid requirements pursuant to Section 2-850 – *Waiving of Purchasing Procedures,* and approve a purchase order directly from the manufacturer.

The City has an existing 5-year agreement with Dana Safety Supply, Inc., to outfit public safety vehicles. Staff consulted with Dana Safety Supply to ensure they have the ability to outfit the Tesla Model Y vehicle. Dana Safety Supply has committed to complete the outfitting, which allows for consistency with existing patrol vehicles and will provide an easier transition into this new style of vehicle with a minimal learning curve for SFPD Officers. The quote from Dana Safety Supply, Inc. to outfit this style of vehicle is \$22,702.20 (Attachment "D"). Given that outfitting Tesla vehicles for law enforcement is still relatively new, staff is recommending authorization to increase the Purchase Order for any unforeseen additional costs, up to the budget amount of \$27,500.

BUDGET IMPACT:

The City currently has approximately \$170,000 available in local AQMD funds. Staff verified with AQMD that the funds may be used for the purchase of a zero-emission electric vehicle, however, AQMD funds cannot be used to outfit the vehicle. Therefore, there are sufficient AQMD funds (acct# 016-225-0000-4500) to approve Resolution No. 8328 appropriating \$65,000 for the purchase of a Tesla Model Y.

The City currently sets aside funds in the Equipment Replacement Fund (ERF) to cover the cost of replacing fleet vehicles while spreading the cost out to the General Fund over the useful life of the vehicle. A 2018 Ford Explorer (Patrol Unit 22, VIN# 1FM5K8ARXJGA32521) is eligible for replacement due to increasing maintenance costs and exceeding its useful life. Since AQMD funds can be used for the purchase of the vehicle, ERF funds are only needed to outfit the vehicle. There are sufficient funds available in the ERF (acct# 041-225-0000-4500) to approve Resolution No. 8329 appropriating \$27,500 to outfit the Tesla Model Y as a replacement for Patrol Unit 22.

CONCLUSION:

Staff recommends that City Council appropriate AQMD and ERF funds for the purchase and outfitting of a Tesla Model Y vehicle for traffic enforcement and patrol activities.

ATTACHMENTS:

- A. Resolution No. 8328 AQMD Fund
- B. Resolution No. 8329 Equipment Replacement Fund
- C. Tesla Quote
- D. National Auto Fleet Group Quote
- E. North Carolina Sheriff Association Contract #24-10-0912
- F. Dana Safety Supply, Inc. Outfitting Quote

RESOLUTION NO. 8328

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025 ADOPTED ON JULY 1, 2024, APPROPRIATING AIR QUALITY MANAGEMENT DISTRICT FUNDS TOWARDS THE PURCHASE OF A TESLA MODEL Y PATROL ELECTRIC VEHICLE

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2024-2025, commencing July 1, 2024, and ending June 30, 2025; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to appropriate Air Quality Management District (AQMD) Funds towards the purchase of a Tesla Model Y Patrol Electric Vehicle; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2024 and ending July 30, 2025, a copy of which is on file in the City Clerk's Office, was adopted on July 1, 2024.

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

SECTION 1. The following adjustments are made to the City Budget:

PURCHASE ONE TESLA MODEL Y PATROL VEHICLE

Increase in AQMD Capital Expenses	\$65,000
Account No.	016-225-0000-4500

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 19th day of August, 2024.

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

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. 8328 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 19th day of August, 2024, 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 August, 2024.

RESOLUTION NO. 8329

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025 ADOPTED ON JULY 1, 2024, APPROPRIATING EQUIPMENT REPLACEMENT FUNDS FOR THE PURCHASE, INSTALLATION, AND OUTFITTING OF POLICE EQUIPMENT FOR THE TESLA MODEL Y PATROL VEHICLE

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2024-2025, commencing July 1, 2024, and ending June 30, 2025; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to appropriate Equipment Replacement Funds for the purchase, installation, and outfitting of police equipment for the Tesla Model Y patrol vehicle; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2024 and ending July 30, 2025, a copy of which is on file in the City Clerk's Office, was adopted on July 1, 2024.

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

SECTION 1. The following adjustments are made to the City Budget:

PURCHASE AND INSTALL POLICE EQUIPMENT FOR TESLA MODEL Y

Increase in ERF Capital Expenses	\$27,500
Account No.	041-225-0000-4500

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 19th day of August, 2024.

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

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. 8329 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 19th day of August, 2024, 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 August, 2024.



Attn: Mac Dunmire 240-821-3055

Item #	Description	Quantity	Units of Measure	Unit Price	Total Value
1	Car - Tesla Model Y	1	EACH	\$47,990.00	\$47,990.00
	308 mile range Dual Motor All-Wheel Drive				
	Sta	ndard Equipment Fea	tures		
	Color: Solid Black	1	EACH	\$1,500.00	\$1,500.00
	Autopilot	1	EACH	\$0.00	\$0.00
	Power Doors	1	EACH	\$0.00	\$0.00
	Center console with storage, 4 USB-C ports and wireless				
	charging for 2 smartphones	1	EACH	\$0.00	\$0.00
	Power Windows	1	EACH	\$0.00	\$0.00
	Carpeted Flooring Front and Rear	1	EACH	\$0.00	\$0.00
	19" Gemini Wheels	1	EACH	\$0.00	\$0.00
	All Black Interior	1	EACH	\$0.00	\$0.00
	Synthetic Leather Seats	1	EACH	\$0.00	\$0.00
	Tinted glass roof with ultraviolet and infrared protection	1	EACH	\$0.00	\$0.00
	Rear View Camera	1	EACH	\$0.00	\$0.00
	Tilt Steering Wheel	1	EACH	\$0.00	\$0.00
	Keys (2 Keys Standard)	1	EACH	\$0.00	\$0.00
	12-way power adjustable front and rear heated seats	1	EACH	\$0.00	\$0.00
	Front License Plate Holder	1	EACH	\$0.00	\$0.00
	Mirrors, Power folding, auto-dimming, heated	1	EACH	\$0.00	\$0.00
	Glass, Privacy	1	EACH	\$0.00	\$0.00
	Interior floor mats	1	EACH	\$0.00	\$0.00
	Traffic Aware Cruise Control	1	EACH	\$0.00	\$0.00
	LED fog lamps	1	EACH	\$0.00	\$0.00
	Eight surround cameras and 12 ultrasonic sensors	1	EACH	\$0.00	\$0.00
	Premium audio –14 speakers, 1 subwoofer, 2 amps, and				
	immersive sound	1	EACH	\$0.00	\$0.00
	Back Up Alarm	1	EACH	\$0.00	\$0.00
	A/C, High Capacity Front/Rear	1	EACH	\$0.00	\$0.00
	Fee- Destination	1	EACH	\$1,390.00	\$1,390.00
	Order Fee	1	EACH	\$250.00	\$250.00
			Subtotal excluding tax	\$ 51.130.00	\$ 51.130.0
I	NCSA Contract Usage Fee	1	0.75%	\$ 383.48	\$ 383.4
	, i i i i i i i i i i i i i i i i i i i			\$ 313.00	•
	Registration	1	EACH		
	Electronic Reg / Title Filing Fee	1	EACH	\$ 33.00	1
	Tire Fee	1	EACH	\$ 7.00	\$ 7.0
	License Fee	1	EACH	\$ 302.00	\$ 302.0
	Sales Tax	10.25%	EACH	\$ 5,240.83	\$ 5,240.8
-			Total w/ est. fees	\$ 57,409.30	\$ 57,409.3
	Current Est.	Delivery: August - Se	otember 2024		



8/7/2024

Quote ID: 29358

Mr Lt. CJ Chiasson City of San Fernando

910 First St.

San Fernando, California, 91340

Dear Mr Lt. CJ Chiasson,

National Auto Fleet Group is pleased to quote the following vehicle(s) Upfit, (Sourced Item) and Accessories for your consideration.

One (1) New/Unused (Tesla Model Y) and delivered to your department yard, each for

One	Unit
-----	------

Subtotal	\$56,963.50
Tax (10.2500 %)	\$5,838.76
Total	\$62,802.26

- per the attached specifications.

This vehicle(s) Upfit is available under the **Sourcewell Contract 091521-NAF.** Please reference this Bid number on all purchase orders.

Quoting Department

Account Manager

(855) 289-6572

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper National Fleet Manager Email: Fleet@NationalAutoFleetGroup.com Office: (855) 289-6572 Fax: (831) 480-8497









Fleet@NationalAutoFleetGroup.com



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497 Mail: National Auto Fleet Group 490 Auto Center Drive Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:www.NAFGETA.comUse the upfitter of your choice:www.NAFGpartner.comVehicle Status:ETA@NationalAutoFleetGroup.comGeneral Inquiries:Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



45500 Fremont Blvd Fremont, CA 94538 NCSA Contract #24-10-0912 Attn: Mac Dunmire 240-821-3055

Item # Description		Quantity	Units of Measure	Unit Price	Total Value
1 Car - Tesla Model	Y	1	EACH	\$47,990.00	\$47,990.00
308 mile range D	ual Motor All-Wheel Drive				
	Sta	andard Equipment Fea	tures		
Color: Solid Black		1	EACH	\$1,500.00	\$1,500.00
Autopilot		1	EACH	\$0.00	\$0.00
Power Doors		1	EACH	\$0.00	\$0.00
	ith storage, 4 USB-C ports and wireless				
charging for 2 sm	artphones	1	EACH	\$0.00	\$0.00
Power Windows		1	EACH	\$0.00	\$0.00
Carpeted Flooring		1	EACH	\$0.00	\$0.00
19" Gemini Whee	ls	1	EACH	\$0.00	\$0.00
All Black Interior		1	EACH	\$0.00	\$0.00
Synthetic Leather		1	EACH	\$0.00	\$0.00
	with ultraviolet and infrared protection	1	EACH	\$0.00	\$0.00
Rear View Camer	a	1	EACH	\$0.00	\$0.00
Tilt Steering Whe	el	1	EACH	\$0.00	\$0.00
Keys (2 Keys Stan	dard)	1	EACH	\$0.00	\$0.00
12-way power ad	justable front and rear heated seats	1	EACH	\$0.00	\$0.00
Front License Plat	e Holder	1	EACH	\$0.00	\$0.00
Mirrors, Power fo	lding, auto-dimming, heated	1	EACH	\$0.00	\$0.00
Glass, Privacy		1	EACH	\$0.00	\$0.00
Interior floor mat	s	1	EACH	\$0.00	\$0.00
Traffic Aware Cru	ise Control	1	EACH	\$0.00	\$0.00
LED fog lamps		1	EACH	\$0.00	\$0.00
Eight surround ca	meras and 12 ultrasonic sensors	1	EACH	\$0.00	\$0.00
Premium audio –	14 speakers, 1 subwoofer, 2 amps, and				
immersive sound		1	EACH	\$0.00	\$0.00
Back Up Alarm		1	EACH	\$0.00	\$0.00
A/C, High Capacit	y Front/Rear	1	EACH	\$0.00	\$0.00
Fee- Destination		1	EACH	\$1,390.00	\$1,390.00
Order Fee		1	EACH	\$250.00	\$250.00
			Subtotal excluding tax	\$ 51,130.00	\$ 51,130.00
Registration		1	EACH	\$ 313.00	\$ 313.00
Electronic Reg / T	itle Filing Fee	1	EACH	\$ 33.00	\$ 33.00
Tire Fee		1	EACH	\$ 7.00	\$ 7.00
License Fee		1	EACH	\$ 302.00	\$ 302.00
Sales Tax		10.25%	EACH	\$ 5,240.83	\$ 5,240.83
· ·			Total w/ est. fees	\$ 57,025.83	\$ 57,025.83
	Current Est	Delivery: August - Se	otember 2024		

August 19, 2024 Regular CC Mtg 2/23/24, 10:11 AM

Bid Award

Award Report | VendorLink

ATTACHMENT "E"

Contract: 24-10-0912, Vehicle and Motorcycle Procurement

Group: Electric and Hybrid

Item: 28, Tesla, Model Y Performance, Dual Motor All-Wheel Drive

Description: Manufacturer's current model year for model/model number listed. Model offered in Solid Black, 21" Uberturbine Wheels, and all Black Interior.

Model Upgrade/Downgrade: There are no models offered as a model upgrade/downgrade for this vehicle.

Zone	Rank	Vendor	Price	Percent (Taken off MSRP for options)	Build File	Options File
Appalachia	Primary	Tesla, Inc.	\$58,062.22	6.00%	Build	Options
Dogwood	Primary	Tesla, Inc.	\$58,062.22	6.00%	Build	Options
Cardinal	Primary	Tesla, Inc.	\$58,062.22	6.00%	Build	Options
Longleaf Pine	Primary	Tesla, Inc.	\$58,062.22	6.00%	Build	Options
No Delivery	Primary	Tesla, Inc.	\$58,062.22	6.00%	Build	Options

Telephone: 800-845-0405

Bill To

SAN FERNANDO POLICE DEPARTMENT 910 FIRST ST. SAN FERNANDO, CA 91340

Contact: SYLVIA ORTEGA Telephone: 818-898-1281

Entered By

Approve

Quantity

1

Quote Date

08/07/24

Order

Quantity

1

E-mail: SORTEGA@SFCITY.ORG

E-mail: **Customer PO Number** Ship Via **F.O.B.** Ground QUOTED FREIGHT **Ordered By** Salesperson Chris Degioanni CJ Chiasson Chris Degioanni - LA Tax **Item Number / Description** Ν INFO TESLA MODEL Y PATROL Warehouse: LOSA 1 Ν INFO

				FRONT OF VEHICLE
				Warehouse: LOSA
	1	1	Y	MISC
				SETINA (BK2169TLY20)
				Warehouse: LOSA
				PB450L4 Aluminum Bumper MPower
				2 mPowers mounted on cross bar
				2 mPowers mounted on sides of bumper
	2	2	Y	ETSS100J
				SOI 100J SERIES COMPOSITE SPEAKER
				Warehouse: LOSA
				100J series composite speaker w/ universal bail brkt-100 watt
	·	4 00/00		 _
ŀ	Print Dat	te 08/08/	/24	

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1

Sales Quote

Payment Method

NET30

Resale Number

Extended

Price

0.00

0.00

902.00

330.00

Unit

Price

0.0000

0.0000

902.0000

165.0000

Sales Quote No. 543584-B **Customer No.** SANFERNPD

Ship To

(For Pickup - LOSA) **CANOGA PARK** 9035 Independence Avenue Canoga Park, CA 91304

Contact: Telephone:

Telephone: 800-845-0405

Bill To

SAN FERNANDO POLICE DEPARTMENT 910 FIRST ST. SAN FERNANDO, CA 91340

Contact: SYLVIA ORTEGA **Telephone:** 818-898-1281

E-mail: SORTEGA@SFCITY.ORG

Sales Quote

Sales Quote No.543584-BCustomer No.SANFERNPD

Ship To

(For Pickup - LOSA) CANOGA PARK 9035 Independence Avenue Canoga Park, CA 91304

Contact:

Telephone: E-mail:

Ship Via **F.O.B.** Quote Date **Customer PO Number Payment Method** 08/07/24 Ground QUOTED FREIGHT NET30 **Ordered By Entered By** Salesperson **Resale Number** CJ Chiasson Chris Degioanni Chris Degioanni - LA Order Unit Extended Approve Tax Item Number / Description Quantity Price Quantity Price Y MISC 2,090.0000 2.090.00 1 SOUNDOFF (EMPLB01H57-1QN) Warehouse: LOSA MPOWER EXTERIOR LIGHBAR 48"/122cm 10-32 Volt MPOWER 6 INCH LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /D08//D08/|D12||D12||D12||D12||D12||D12|\D08\\D08\ $/R \hspace{0.1in} W//R \hspace{0.1in} W/ \hspace{0.1in} |R \hspace{0.1in} W||R \hspace{0.1in} W||R \hspace{0.1in} W||B \hspace{0.1in} W||B \hspace{0.1in} W||B \hspace{0.1in} W||B \hspace{0.1in} W| \hspace{0.1in} B \hspace{0.1in} W$ |D08| | SILVER | O |D08| R W CLEAR | O |B W| \D08\\D08\ |D12||D12||D12||D12||D12||T18| /D08//D08/ Accessories - PNFLBSPLT1, AUTO-DIM Mount - Fixed Height Mount (PMPLBK08) & Extension Plate (PMPLBKXT) Hook - PNFLBF38 1 Ν INFO 0.0000 0.00 SIDE OF VEHICLE Warehouse: LOSA Y 189 35.0000 35.00 1 1 UNI DRIVER SIDE POST SPOTLIGHT MOUNTING KIT Warehouse: LOSA 1 Y 189RH 35.0000 35.00 UNI MOUNTING BRACKET Warehouse: LOSA **Print Date** 08/08/24

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 Page No.
 2

Telephone: 800-845-0405

Bill To

SAN FERNANDO POLICE DEPARTMENT 910 FIRST ST. SAN FERNANDO, CA 91340

Contact: SYLVIA ORTEGA **Telephone:** 818-898-1281

E-mail: SORTEGA@SFCITY.ORG

Sales Quote

Sales Quote No.543584-BCustomer No.SANFERNPD

Ship To

(For Pickup - LOSA) CANOGA PARK 9035 Independence Avenue Canoga Park, CA 91304

Contact: Telephone:

E-mail:

Quote Date		Ship Vi		F.O.B.	Customer PO Nun	ıber	Pavme	ent Method
08/07/24		Groun		QUOTED FREIGHT			e e	IET30
	ntered By			Salesperson	Ordered By			e Number
Chr	is Degioann	i	(Chris Degioanni - LA	CJ Chiasson			
Order	Approve	Tax	•	Item Number / Description			Unit	Extended
Quantity	Quantity	Тал			scription		Price	Price
2	2	Y	335GM-0	002			245.0000	490.00
			UNI LED	PILLAR MOUNT SPOTLI	GHT FOR 2011 FORD ES	CA		
				Wareh	ouse: LOSA			
1	1	Y	INSTALL	KIT			150.0000	150.00
			MISC INS	TALLATION SUPPLIES I.	Е.			
				Wareh	ouse: LOSA			
				, LUBRICANT, GRINDING TOO	LS			
1	1	Ν	INSTALL				1,100.0000	1,100.00
			DSS INST	ALLATION OF SPOTLIG				
					ouse: LOSA			
4	4	Y		2QMS5RBW			120.0000	480.00
			SOI, MPV	/R FASCIA C-N-G, 4", QM		НТ		
					ouse: LOSA			
				OVER WHEEL WELLS				
1	1	Ν	INFO				0.0000	0.00
			REAR OF	VEHICLE				
			-		ouse: LOSA		1	• • • • •
2	2	Y		2QMS5RBA		œ	120.0000	240.00
			SOI, MPV	/R FASCIA C-N-G, 4", QM		ИE		
			MOINTED	Wareh UNDER HATCH	ouse: LOSA			
			MOUNTED	UNDER HAICH				
Print D	ate 08/08	/24						
Print T	ime 11:03	:23 AN	1					

Page No.3

Telephone: 800-845-0405

Bill To

SAN FERNANDO POLICE DEPARTMENT 910 FIRST ST. SAN FERNANDO, CA 91340

Contact: SYLVIA ORTEGA **Telephone:** 818-898-1281

E-mail: SORTEGA@SFCITY.ORG

Sales Quote

Sales Quote No.543584-BCustomer No.SANFERNPD

Ship To

(For Pickup - LOSA) CANOGA PARK 9035 Independence Avenue Canoga Park, CA 91304

Contact:

Telephone:

E-mail:

Quote Date	5	Ship Vi	a	F.O.B.	Customer PO Number	Payme	nt Method
08/07/24		Ground	1	QUOTED FREIGHT		N	ET30
Ε	ntered By			Salesperson	Ordered By	Resal	e Number
Chr	is Degioann	i	(Chris Degioanni - LA	CJ Chiasson		
Order Quantity	Approve Quantity	Tax		Item Number / De	scription	Unit Price	Extended Price
4	4	Y	EMPSCG	2QMS5RBW		120.0000	480.00
			SOI, MPW	R FASCIA C-N-G, 4", QM	, BLK HSG, RED/BLU/WHI		
				Wareh	ouse: LOSA		
			(2)MOUNTE	D NEAR LICENSE PLATE			
				ED NEAR LOWER CORNERS O	F REAR BUMPER		
				HTS ACTIVATED IN REVERSE		0.0000	0.00
1	l	N	INFO			0.0000	0.00
			SIREN EL	ECTRONICS			
					ouse: LOSA		
1	1	Y	ENGSA52			790.0000	790.00
			SOI, 500 S	SERIES PUSHBTN 200W (
					ouse: LOSA		
			ENGSA5200				
1	1	Y	ENGND04	4102		166.0000	166.00
			SOI 10 OU	JTPUT REMOTE NODE W	// MAGNETIC I.D.		
				Wareh	ouse: LOSA		
1	1	Y	ENGHNK	05		38.0000	38.00
			SOI 18" R	EMOTE NODE HARNESS			
				Wareh	ouse: LOSA		
			18 inch Harn	ess Kit for Remote Node			
1	1	Y	ENGSYM	D01		221.0000	221.00
			SOI SOUN	ND OFF / BLUEPRINT SY	NC MODULE		
				Wareh	ouse: LOSA		
Print D	ate 08/08	/24					
Print Ti		:23 AM					

Page No.4Printed By: Chris Degioanni

Telephone: 800-845-0405

Bill To

SAN FERNANDO POLICE DEPARTMENT 910 FIRST ST. SAN FERNANDO, CA 91340

Contact: SYLVIA ORTEGA **Telephone:** 818-898-1281

E-mail: SORTEGA@SFCITY.ORG

Sales Quote

Sales Quote No.543584-BCustomer No.SANFERNPD

Ship To

(For Pickup - LOSA) CANOGA PARK 9035 Independence Avenue Canoga Park, CA 91304

Contact: Telephone:

E-mail:

Quote Date		Ship Via		F.O.B.	Customer PO	Number	Payme	nt Method
08/07/24		Ground		QUOTED FREIGHT			N	ET30
E	Intered By			Salesperson	Ordered B		Resale	e Number
Chi	ris Degioann	i	0	Chris Degioanni - LA	CJ Chiasson	1		
Order Quantity	I I I I I I I I I I I I I I I I I I I			Unit Price	Extended Price			
1	1		MISC SOUNDO				305.0000	305.0
			***IF AVAIL		ouse: LOSA			
1	1	N	NFO	R OF VEHICLE			0.0000	0.0
				Wareh	ouse: LOSA			
1	1	Y	7170-0965	-03			630.0000	630.0
			GJ KIT- 2()17+ Tesla Model 3 Pedesta Wareh	l System with Mongo ouse: LOSA			
1	1			ERSAL DOME LIGHT AL	L LED, RED/CLEAR ouse: LOSA		75.0000	75.
1	1	Y	20033 GJ SOI 50	0 SERIES FACEPLATE	ouse: LOSA		65.0000	65.
1	1	Y	MISC RADIO FA	ACEPLATE	ouse: LOSA CUSTOMER		65.0000	65.

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 Page No.
 5

Telephone: 800-845-0405

Bill To

SAN FERNANDO POLICE DEPARTMENT 910 FIRST ST. SAN FERNANDO, CA 91340

Contact: SYLVIA ORTEGA **Telephone:** 818-898-1281

E-mail: SORTEGA@SFCITY.ORG

Sales Quote

Sales Quote No.543584-BCustomer No.SANFERNPD

Ship To

(For Pickup - LOSA) CANOGA PARK 9035 Independence Avenue Canoga Park, CA 91304

Contact: Telephone:

E-mail:

Quote Date		Ship Via		F.O.B.	Customer PO	Customer PO Number		Payment Method	
08/07/24			QUOTED FREIGHT			N	ET30		
E	ntered By			Salesperson	Ordered B		Resale Number		
Chris Degioanni		Chris Degioanni - LA	CJ Chiasso	CJ Chiasson					
Order Quantity	Approve Quantity	Tax		Item Number / Description			Unit Price	Extended Price	
2	2	Y	C-MCB				19.0000	38.00	
			HAV CON	SOLE MICROPHONE CL	P BRACKET				
				Wareh	ouse: LOSA				
2	2	Y	MMSU-1				45.0000	90.00	
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					ouse: LOSA				
1	1	Y	GK103420				440.0000	440.00	
			SMC DUA	AL VERT. RACK 2-XL UN					
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			"Dual T-Rail Mount2 Universal XLWith #2 Key Override"						
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			SETINA (PK2075TLY20)					
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			Full Transpor TESLA MOI	rt Replacement Seat DEL Y					
Print D	<b>ate</b> 08/08	/24							

**Print Time** 11:03:23 AM

Page No. 6

**Telephone:** 800-845-0405

#### **Bill To**

SAN FERNANDO POLICE DEPARTMENT 910 FIRST ST. SAN FERNANDO, CA 91340

#### **Contact:** SYLVIA ORTEGA **Telephone:** 818-898-1281

E-mail: SORTEGA@SFCITY.ORG

# **Sales Quote**

Sales Quote No.543584-BCustomer No.SANFERNPD

#### Ship To

(For Pickup - LOSA) CANOGA PARK 9035 Independence Avenue Canoga Park, CA 91304

Contact: Telephone:

# E-mail:

Ship Via **F.O.B.** Quote Date **Customer PO Number Payment Method** Ground 08/07/24 QUOTED FREIGHT NET30 **Ordered By Entered By** Salesperson **Resale Number** CJ Chiasson Chris Degioanni Chris Degioanni - LA Approve Order Unit Extended Tax Item Number / Description Quantity Quantity Price Price Y MISC 246.0000 246.00 1 SETINA (DK0100TLY20) Warehouse: LOSA Door Panel TPO TESLA MODEL Y 1 Υ MISC 522.0000 522.00 1 SETINA (PK0666TLY20) Warehouse: LOSA #12VS Coated Poly w/ Fold Down Storage Locker TESLA MODEL Y 1 Υ MISC 2,200.0000 2,200.00 TRUCKVAULT REAR STORAGE BOX Warehouse: LOSA VERIFY ITS FITMENT WITH CARGO BARIER 2 Y EBSDL0002-D 60.0000 120.00 2 SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W Warehouse: LOSA MOUNTED IN CARGO AREA 1 Y B402 65.0000 65.00 1 AME 5 LB ABC HOSE AND HORN FIRE EXTINGUISHER Warehouse: LOSA Υ 862 38.0000 38.00 1 1 AME HEAVY DUTY BRACKET FOR FIRE EXTIN. Warehouse: LOSA **Print Date** 08/08/24

 Print Time
 08/08/24

 Page No.
 7

**Telephone:** 800-845-0405

#### **Bill To**

SAN FERNANDO POLICE DEPARTMENT 910 FIRST ST. SAN FERNANDO, CA 91340

#### **Contact:** SYLVIA ORTEGA **Telephone:** 818-898-1281

E-mail: SORTEGA@SFCITY.ORG

# **Sales Quote**

Sales Quote No.543584-BCustomer No.SANFERNPD

#### Ship To

(For Pickup - LOSA) CANOGA PARK 9035 Independence Avenue Canoga Park, CA 91304

Contact:

#### Telephone: E-mail:

Quote Date	ate Ship Via		F.O.B.	Customer P	Customer PO Number		Payment Method	
08/07/24			QUOTED FREIGHT			1	NET30	
Entered By		Salesperson	Ordered	Ordered By		Resale Number		
Chris Degioanni		0	Chris Degioanni - LA	CJ Chias	CJ Chiasson			
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price	
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			Warehouse: LOSA					
			LOOM, WIRE, HARDWARE, CONNECTORS, ETC					
			**********					
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			MDC OR CF	ADLE				
	Print Date 08/08/24							

 Print Date
 08/08/24

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 11:03:23 AM

 Page No.
 8

**Telephone:** 800-845-0405

#### **Bill To**

SAN FERNANDO POLICE DEPARTMENT 910 FIRST ST. SAN FERNANDO, CA 91340

# **Sales Quote**

Sales Quote No. 543584-B **Customer No.** SANFERNPD

#### Ship To

(For Pickup - LOSA) CANOGA PARK 9035 Independence Avenue Canoga Park, CA 91304

**Contact: Telephone:** 

**Contact:** SYLVIA ORTEGA **Telephone:** 818-898-1281

E-mail: SORTEGA@SFCITY.ORG E-mail:									
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08/07/24		Ground		QUOTED FREIGHT			1	NET30	
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Order	Approve					400011	Uni	t	Extended
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Page		1 1111				9.500 %	Sales Tax		1,271.20
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						Or	der Total		22,702.20

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# AGENDA REPORT

- To: Mayor Celeste T. Rodriguez and Councilmembers
- From: Nick Kimball, City Manager By: Wendell Johnson, Director of Public Works

**Date:** August 19, 2024

Subject: Consideration to Approve a Contract Services Agreement with Carrier Corporation Through Sourcewell for Heating, Ventilation, and Air Conditioning System Upgrades at Las Palmas Park

### **RECOMMENDATION:**

It is recommended that the City Council:

- Approve a Contract Services Agreement with Carrier Corporation (Attachment "A" Contract No. 2284) through Sourcewell's Cooperative Purchasing Program Contract No. 070121-CAR in the amount of \$385,225 for Heating, Ventilation, and Air Conditioning System (HVAC) Upgrades at Las Palmas Park;
- b. Approve a contingency not-to-exceed amount of \$14,775 for any change orders due to unforeseen conditions or change in work; and
- c. Authorize the City Manager, or designee, to execute the Agreement and all related documents.

### BACKGROUND:

- On October 7, 2021, Sourcewell entered into a National Cooperative Contract with Carrier Corporation (Carrier) to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts for Heating, Ventilation and Air Conditioning (HVAC) Systems and Related Services (Attachment "C" – Sourcewell Contract No. 070121-CAR).
- 2. On October 16, 2023, the City Council reviewed the status of American Rescue Plan Act (ARPA) funded programs/projects and approved allocating \$450,000 toward the Las Palmas Park HVAC & Server Room Transition Project (\$400,000).
- 3. On April 22, 2024, staff contacted Carrier to provide a quote to replace and upgrade HVAC equipment at Las Palmas Park located at 505 South Huntington Street.

PUBLIC WORKS DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-1222 WWW.SFCITY.ORG

Consideration to Approve a Contract Services Agreement with Carrier Corporation Through Sourcewell for Heating, Ventilation, and Air Conditioning System Upgrades at Las Palmas Park Page 2 of 3

4. In May 2024, staff met with Carrier at Las Palmas Park to determine the scope of work, which will also include the replacement of the roof in the affected area.

#### ANALYSIS:

A HVAC system is essential for maintaining a comfortable indoor environment by controlling temperature, humidity, and air quality. It ensures comfort by keeping spaces warm in winter and cool in summer, improves air quality by filtering out contaminants, and enhances energy efficiency, which can lower utility costs. Additionally, HVAC systems contribute to safety by preventing issues like mold growth and carbon monoxide buildup, making them crucial for both health and productivity in residential and commercial facilities.

In general, depending on the type of system and other contributing factors, most HVAC systems will last 15 to 25 years. The Department of Energy recommends replacing an HVAC system every 10 years for maximum efficiency. The HVAC system, which was installed in 1999 as part of the Las Palmas Park Renovation Project, is 25 years old and has reached its useful life causing it to consistently fail in recent years. Although maintenance has been provided to the existing system, because of the age of the system, parts are becoming more difficult to find causing delays in making the necessary repairs that often delay days before it can be fixed and function properly.

Las Palmas Park is a critical community facility that is designated as one of the City's cooling centers during the extreme heat of the summer months. Las Palmas Park also hosts various community activities and events throughout the year. The part of the system that tends to have the most failure is on the south end of the building, which circulates air to the gym.

Due to funding, only a partial replacement of the HVAC system will be replaced as part of this project. This part of the system, located over the gym, has the most continuous failures. The rest of the system, which covers the remainder of the building, will have to be planned for a future date. Although the rest of the system is the same age, it covers a much smaller area, carries a much smaller load, and experiences fewer maintenance issues. The estimated cost to replace the other half of the system and roof is an additional \$300,000.

In order to expedite the purchase and installation of the HVAC system, staff recommends awarding the purchase through a cooperative purchasing agreement as authorized in Section 2-802(1) of the San Fernando Municipal Code. Under this type of agreement, the Contractor provides the equipment or services through a cooperative competitive bidding procedure prepared by and processed through another local, state, or federal governmental agency to purchase the same product(s) or service(s) at the same or better pricing as outlined in the awarding bid document. Staff was able to identify a cooperative purchasing agreement between Sourcewell and HVAC equipment manufacturer Carrier to provide equipment, products, or services via a national cooperative contract to municipal governmental entities (Attachment "A" Exhibit "A").

Consideration to Approve a Contract Services Agreement with Carrier Corporation Through Sourcewell for Heating, Ventilation, and Air Conditioning System Upgrades at Las Palmas Park Page 3 of 3

Additional work includes replacement of the roof in the affected work area. During removal and installation, the roof can experience activities that may cause damage to the roof. Upon removal of the existing HVAC system, the new roof will be installed followed by the installation of the new HVAC system. Existing ductwork will not be replaced through this project. The Public Works Department will oversee the installation.

#### Project Schedule.

Work is expected to begin in September 2024 and completion is anticipated by November 2024. The City will have to budget for the remainder of the building's HVAC system to be upgraded at a future date. This project upgrades 50% of the HVAC system at Las Palmas Park.

#### **BUDGET IMPACT:**

A total of \$400,000 was appropriated through ARPA funding for HVAC Upgrades at Las Palmas Park (ARPA funds 121-390). Sufficient funding is available for the project and requested contingency, if needed.

SOURCES		
Fund	Account Number	Allocation
ARPA Fund – Las Palmas	121-390-0000	\$ 400,000
Park HVAC Project		
	Total Sources:	\$ 400,000

USES		
Activity	Account Number	Cost
Construction	121-390-0000-4600	\$ 385,225
Contingency	121-390-0000-4600	\$ 14,775
	Total Uses:	\$ 400,000

#### **CONCLUSION:**

It is recommended that the City Council approve Contract No. 2284 to Carrier Corporation in the amount of \$385,225 for HVAC upgrades at Las Palmas Park, and authorize the City Manager to execute the contract and all related documents.

#### **ATTACHMENTS:**

 A. Contract No. 2284, including: Exhibit "A": Master Cooperative Agreement - Sourcewell Contract No. 070121-CAR Exhibit "B": Contractor's Proposal



# 2024 <u>CONTRACT SERVICES AGREEMENT</u> (Contractor: Carrier Corporation) (Nature of Engagement: HVAC Upgrades at Las Palmas Park)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 19th day of August, 2024, by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and CARRIER CORPORATION (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

### **RECITALS**

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services and tasks necessary to achieve its purpose; and

WHEREAS, CITY requires Heating, Ventilation, and Air Conditioning (HVAC) Service Upgrades at Las Palmas Park; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of August 19, 2024, under Agenda Item No. 5.

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

### Section 1. Scope of Work.

A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to perform those various tasks and services described on page(s) 1-2 of that certain SOURCEWELL CONTRACT NO. 070121-CAR dated October 7, 2021 (the "Baseline Service Requirements"), and on page 1 of the written proposal of CONTRACTOR entitled Quote Number 01507537 and dated August 12, 2024 (the "Contract Services Proposal"). The term "Scope of Work" shall be a collective reference to the Contract Services 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 Baseline Service Requirements and the provisions of the Contract Service Proposal, the requirements of the Baseline Service Requirements 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 but only to the extent of the conflict or inconsistency and no further.

- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- C. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Work to be performed under this Agreement; and (ii) has carefully considered how the Work should be performed. CONTRACTOR will inspect any location where the Work is to be performed and acquaint itself with the conditions of the location before commencing any of the Work requested by CITY. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Work, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and/or acceptance of the Work performed by CITY, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

### Section 2. Performance Period.

- 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 written notice to proceed ("Notice to Proceed"). The Work shall be completed in sixty (60) working days of CITY's issuance of the Notice to Proceed (hereinafter, the "Completion Date").
- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

August 19, 2024 Regular CC Mtg

### Section 3. Performance of Work.

- A. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors, or agents.
- Β. CONTRACTOR may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONTRACTOR in order to complete the Work; (ii) how much additional time CONTRACTOR requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONTRACTOR, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONTRACTOR being able to complete any other service or task; and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONTRACTOR to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny, or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.
- C. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- D. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- E. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

### Section 4. Compensation.

A. CONTRACTOR shall perform all Services in accordance with the schedule of rates and charges set forth on page 1 of Contract Services Proposal (the "Approved Rate Schedule"). The foregoing notwithstanding, CONTRACTOR's total compensation may not exceed the aggregate sum of THREE HUNDRED EIGHTY-FIVE THOUSAND TWO HUNDRED TWENTY-FIVE (\$385,225) (hereinafter, the "Not-to-Exceed Sum"). CONTRACTOR 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 requested by CITY.

B. Following the conclusion of each calendar month, CONTRACTOR will submit to CITY an itemized invoice indicating the Work performed and completed during the recently concluded calendar month, including and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice should identify the request or work order under which the Work were provided; the number of hours worked in the recently concluded calendar month; the personnel responsible for performing the Work performed; the rate of compensation at which such Work were performed, the subtotal for each Work performed and a grand total for all Work performed. Within thirty (30) calendar days of receipt of each invoice. CITY will notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice. CITY will notify contract days of receipt of each invoice. Within forty-five (45) calendar days of receipt of each invoice. CITY will notify contract days of receipt of each invoice. Within forty-five (45) calendar days of receipt of each invoice. CITY will notify contract days of receipt of each invoice. CITY will notify contract days of receipt of each invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

#### Section 5. Standard of Care.

- A. CONTRACTOR agrees as follows:
  - 1. CONTRACTOR will perform all Work using the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
  - CONTRACTOR represents all personnel assigned to perform the Work for CITY under this Agreement shall possess the skill, training, and experience necessary to competently perform the Work and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Work;
  - 3. CONTRACTOR shall perform and complete all Work in a manner that is reasonably satisfactory to CITY;
  - 4. CONTRACTOR shall comply with all applicable federal, State, and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement;
  - 5. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all applicable schedules of performance; and
  - 6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools, and materials necessary, in the reasonable opinion of CITY, to perform all Work in compliance with the standard of care set forth in this Section and to time complete all Work as specified by the Scope of Work or other written order.

- 7. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the City Representative's sole and absolute discretion.
- B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any Work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands, and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

### Section 6. Representatives.

- A. <u>City Representative</u>. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Wendell Johnson, Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to keep the City Representative informed of the progress of all Work provided. CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative. Except as otherwise provided under this Agreement, written notice to City Representatives shall constitute notice to the CITY.
- B. <u>Contractor Representative</u>. For the purposes of this Agreement, Frank Seifert General Manager, is hereby designated as the primary representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the performance of all Work, using his/her best skill and attention. The Contractor Representative 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.

## Section 7. Contractor's Personnel.

A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other related tasks contemplated under this Agreement.

- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work.
- C. CONTRACTOR shall be solely responsive for the payment of any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work.
- D. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR's behalf in the performance of this Agreement.
- E. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's employees or subcontractors assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such employees or subcontractors immediately upon receiving notice from CITY.
- F. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

# Section 8. Provisions Applicable to Work Constituting Public Works Under Labor Code Section 1720.

- A. The provisions of this Section shall apply to the extent any of the Work to be performed by CONTRACTOR constitute a "public work" within the meaning of Section 1720(a)(1) of the Labor Code. CONTRACTOR shall comply with the provisions of the Labor Code applicable to public works, in the manner set forth under this Section. In addition to any other indemnification obligation set forth under this Agreement, CONTRACT shall indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*
- B. Hours of Work.
  - 1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work subject to this Section shall constitute a legal day's work under this Agreement.
  - 2. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work subject to this Section is limited to eight (8) hours during any one calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.

- 3. CONTRACTOR and its subcontractors shall forfeit as a penalty to the CITY \$25 for each worker employed in the performance of the Work subject to this Section for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of Labor Code Section 1810 and following.
- C. Wages.
  - 1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Work subject to the Section are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the CITY and shall be made available on request. CONTRACTOR and subcontractors engaged in the performance of the Work subject to this Section shall pay no less than these rates to all persons engaged in performance of the Work subject to this Section.
  - 2. In accordance with Labor Code Section 1775, CONTRACTOR and any subcontractors engaged in performance of the Work subject to this Section shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Work that are subject to this Section that CONTRACTOR or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CONTRACTOR or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of their obligations under the California Labor Code. CONTRACTOR or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work subject to this Section is not paid the general prevailing per diem wages by the subcontractor, CONTRACTOR is not liable for any penalties therefore unless CONTRACTOR had knowledge of that failure or unless CONTRACTOR fails to comply with all of the following requirements:
    - The contract executed between CONTRACTOR and the subcontractor for the performance of part of the Work subject to this Section shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

- (ii) CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
- (iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work subject to this Section.
- (iv) Prior to making final payment to a subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Work subject to this Section and any amounts due pursuant to California Labor Code Section 1813.
- 3. In accordance with Labor Code Section 1776, CONTRACTOR and each subcontractor engaged in performance of the Work subject to this Section shall keep accurate payroll records showing the name, address, social security number, work, straight time, and overtime hours worked each day and week, and the actual *per diem* wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work subject to this Section. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - (i) The information contained in the payroll record is true and correct.
  - (ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to Labor Code Section 1776 shall be certified and shall be available for inspection by the CITY and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with Labor Code Section 1776.

4. In accordance with Labor Code Section 1777.5, CONTRACTOR, on behalf of itself and any subcontractors acting on CONTRACTOR's behalf in performance of the Work subject to this Section, shall be responsible for ensuring compliance with Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

5. In case it becomes necessary for CONTRACTOR and any subcontractors performing Work on CONTRACTOR's behalf to employ for the Work subject to this Section any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, CONTRACTOR shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to specific Work subject to this Section to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

### Section 9. Conflicts of Interest.

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Β. CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Sections 1090 et seq. CONTRACTOR warrants and represents that no owner, principal, partner, officer, or employee of CONTRACTOR is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONTRACTOR was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.
- C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

**Independent Contractor.** CONTRACTOR shall at all times in the performance of Section 10. this Agreement be an independent contractor and shall not be an employee of CITY or engaged in any joint venture relationship with the CITY. CONTRACTOR shall determine the method, details, and means of performing all of the Work to be performed by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors performing the Work under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

#### Section 11. Non-Discrimination.

- A. CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Work provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Work that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.
- B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to provide the Work under this Agreement.

#### Section 12. Indemnification.

A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and

assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants, or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify the Indemnitees against any such negligence. The foregoing notwithstanding, nothing in this Section shall be construed to encompass (i) Indemnitees' sole negligence or willful misconduct to the extent that the Agreement is subject to Civil Code §2782(a), or (ii) CITY's active negligence to the extent that the underlying Agreement is subject to Civil Code §2782(b).

- B. Attorneys and other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR because of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- D. CITY does not and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement.
- E. The indemnification duty established under this Section is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The hold harmless and indemnification provisions of this Section 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.
- F. Payment is not required as a condition precedent to an Indemnitee's right to recover under the indemnification provisions of this Section, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under such indemnification provisions. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision.
- G. CONTRACTOR's obligations under this Section or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws.
- H. The provisions of this Section shall survive the termination of this Agreement and the completion of all Work contemplated under this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement.

#### Section 13. Insurance.

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
  - Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss, or damage.
  - 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  - 3. Worker's Compensation insurance as required by the State of California.

- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
- E. Prior to commencement of any Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
- F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- N. 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. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

**Section 14. Records and Inspection.** CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the Work hereunder, and the CITY shall have access to such records in the event any audit is required.

#### Section 15. Termination.

- A. <u>Termination for Convenience</u>. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager, or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- B. <u>Termination for Cause</u>. 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 in this Section 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. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR'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; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

- 1. CONTRACTOR shall cure the following Event of Default within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR 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, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR 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 subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within thirty (30) 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 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-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 subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

- 2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-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 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- 3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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.
- 4. 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.
- 5. 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 CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;

- ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR 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.

- 6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Work required by this Agreement.
- 7. 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.

**Section 16.** Force Majeure. The Completion Date may be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, 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. CONTRACTOR 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 CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR's sole remedy being extension of the Agreement pursuant to this Section.

**Section 17.** Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

CONTRACT SERVICES AGREEMENT HVAC Upgrades at Las Palmas Park Page 18 of 19

If to CITY: City of San Fernando Public Works Department 117 Macneil Street Attn: Wendell Johnson Phone: 818-898-1237

#### If to CONTRACTOR:

Carrier Corporation 2478 Peck Road City of Industry, CA 90601 Attn: Frank Seifert Phone: 480-284-2731

**Section 18. Prohibition.** CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

**Section 19. Attorneys' Fees.** In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

**Section 20.** Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

**Section 21.** Governing Law; Jurisdiction. 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.

**Section 22. Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**Section 23. Captions.** The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

**Section 24. Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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:		CARRIER CORPORATION:		
By:		Ву:		
	Nick Kimball, City Manager			
		Name:		
Date:				
		Title:		
APPRO	OVED AS TO FORM	Date:		
By:				
	Richard Padilla, City Attorney			
Date:				



# Solicitation Number: RFP #070121

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Carrier Global Corporation, 5900-H Northwoods Bus Pkwy., Charlotte, NC 28269 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new andthe current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

# 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

# 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at governmentowned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

 The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

# 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

# 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

# **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Under no circumstances will Supplier be liable for any incidental, special, liquidated or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

## A. INTELLECTUAL PROPERTY

1. Grant of License. During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance of the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation. Employer's Liability Insurance: must be provided in amounts listed below: Limits:

> \$500,000 each accident for bodily injury by accident \$500,000 policy limit for bodily injury by disease \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance*. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance*. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability as indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Limits: \$2,000,000 per occurrence and in aggregate

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits: \$2,000,000 per claim \$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors, except such rights as Supplier has to proceeds. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Any order requiring Buy American provisions will not be accepted until Supplier confirms in writing it can comply with the specific applicable Buy American clause cited. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

U. FEDERAL GOVERNMENT REQUIREMENTS STIPULATION. Supplier is a commercial entity and the components, equipment and services to be included by Supplier in its proposal and to be provided in the event of an award are offered on the basis that they constitute commercial items as defined in the Federal Acquisition Regulations ("FAR"). Similarly, the prices to be offered by Supplier in its proposal, and which would be offered in any resulting contract and any modifications or changes to such contract are based on Supplier's standard commercial accounting policies and practices. Supplier's accounting practices comply fully with U.S. GAAP, but do not take into account any additional or special requirements of Cost Accounting Standards, nor meet the requirements of FAR Part 31 or any similar procurement regulations, including those of the U.S. Department of Defense. Accordingly, Supplier makes its proposal based on its belief that an award can be made to Supplier consistent with FAR Part 12 - "Acquisition of Commercial Items," and that submission of cost and pricing data consistent with CAS/FAR Part 31 will not be required. Supplier does not accept and will not be held liable for any flow down requirements unless specifically agreed to in writing.

## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by: peremy Schwartz

By: ______ Jeremy Schwartz Title: Chief Procurement Officer 10/7/2021 | 9:30 PM CDT

Date:

Carrier Global Corporation

DocuSigned by: 1B5CDFCEE8A47B

By: ______ Simon C. Walls Title: Global Strategic Accounts Leader 10/7/2021 | 11:01 AM CDT Date: Approved:

DocuSigned by: Chad Coavette -7E42B8F817A64CC By:

Chad Coauette Title: Executive Director/CEO 10/7/2021 | 9:34 PM CDT Date:

# **RFP 070121 - HVAC Systems and Related Services**

#### **Vendor Details**

Company Name:	Carrier Global Corp
Does your company conduct business under any other name? If yes, please state:	Carrier Corporation
	5900-H Northwoods Bus Pkwy
Address:	Charlotte, NC 28269
Contact:	Alex Relf
Email:	alex.l.relf@carrier.com
Phone:	704-521-6443
HST#:	06-0991716

#### **Submission Details**

Created On:	Tuesday June 15, 2021 15:26:02
Submitted On:	Wednesday June 30, 2021 15:43:18
Submitted By:	Alex Relf
Email:	alex.l.relf@carrier.com
Transaction #:	0278eeef-41a2-4fbe-a881-901b9690436a
Submitter's IP Address:	104.129.206.103
Email: Transaction #:	alex.l.relf@carrier.com 0278eeef-41a2-4fbe-a881-901b9690436a

#### Specifications

#### Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only):	Carrier Global Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Carrier Corporation	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Carrier Corporation	*
4	Proposer Physical Address:	5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269	*
5	Proposer website address (or addresses):	www.carrier.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Meredith Emmerich, Vice President, North America, Commercial HVAC, 5900-B Northwoods Bus Pkwy, Charlotte, NC. 28269. meredith.emmerich@carrier.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alex Relf, Strategic Account Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 704-521-6443, alex.l.relf@carrier.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Ison, Strategic Accounts Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 501-529-9688, joseph.e.ison@carrier.com	

#### Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Carrier Engineering Corporation was incorporated in New York on June 26, 1915 by seven engineers led by Willis Carrier. In 1930, Carrier Air Conditioning was formed through the merger of Carrier Engineering Corporation with Brunswick-Kroeschell Company and York Heating & Ventilating Corporation. In 1978, Carrier Corporation, a corporation organized in the State of Delaware, became a wholly owned subsidiary of United Technologies Corporation, and was subsequently spun off as a stand alone company in April of 2020. Carrier Corporation is the leading manufacturer of heating, ventilation and air conditioning equipment and service in the United States with sales totaling approximately \$19 Billion in 2020.
10	What are your company's expectations in the event of an award?	Carrier is currently an incumbent vendor of Sourcewell. Upon award, Carrier will schedule a roll out meeting with the customer to plan and prepare for the execution of the awarded contract, as needed.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Carrier Global Corporation is an American multinational home appliances corporation based in Palm Beach Gardens, Florida. Carrier was founded in 1915 as an independent company manufacturing and distributing heating, ventilating and air conditioning (HVAC) systems, and has since expanded to include manufacturing commercial refrigeration and foodservice equipment, and fire and security technologies. As of 2020, it was an \$18.6 billion company with over 53,000 employees serving customers in 160 countries on six continents. Carrier's Moody rating is Baa3, and the outlook is stable. Carrier's Baa3 senior unsecured rating reflects its long-established leadership position in the global equipment industry. Carrier's significant scale positions it as one of the largest competitors in the sector. The business is exposed to cyclicality with about 70% of revenue derived from new equipment sales. The ratings consider sizeable debt levels and high financial leverage following the spinoff from United Technologies Corporation in early 2020. Refer to annual report for full financial statements.
12	What is your US market share for the solutions that you are proposing?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
13	What is your Canadian market share for the solutions that you are proposing?	N/A
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer and service provider. a) N/A b) Carrier Commercial Service self performs most work, or will serve as a general if specialty sub-contractors are needed on a project. Carrier has 99 service offices throughout North America, and may procure product or materials through our corporate owned warehouses, or through local distribution centers.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Carrier is subject to various registration and licensing requirements in the states and local jurisdictions where it does business and has hundreds of licenses in place in the United States, and Canada.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

#### Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	The OptiClean™ Dual-Mode Air Scrubber & Negative Air Machine, Carrier's pioneering solution to help provide healthier indoor air, has been crowned Air Conditioning Innovation of the Year in the RAC Cooling Industry Awards, one of the UK's top building technology awards.
		The recognition follows the OptiClean unit being named one of TIME's 100 Best Inventions of 2020. The product, currently available in North America and Asia, is expected to launch in Europe this year. Carrier is part of Carrier Global Corporation (NYSE: CARR), a leading global provider of healthy, safe and sustainable building and cold chain solutions.
		As an air scrubber, the OptiClean unit can improve the indoor air quality of classrooms, restaurants, dental offices, commercial buildings and more, by pulling in air, scrubbing it using a HEPA filter, and then exhausting cleaner air back into the room. It has a footprint of less than three square feet and can plug into a standard wall outlet.
19	What percentage of your sales are to the governmental sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less that 1% of those sales were recognized from the government sector.
20	What percentage of your sales are to the education sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less that 1% of those sales were recognized from the education sector.
	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.

#### Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
County of Passaic	Steve Orsini	201-937-2576	*
Mount Olive Board of Education	Glenn Miller	973 691-4008 x8505	*
Rutgers University	Glen Vliet	848 445-3714	*

#### Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Houston Independent School District	Education	Texas - TX	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
Redondo Beach School District	Education	California - CA	HVAC capital chiller installations and retrofits, to include boilers, air handlers, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
Birmingham Board of Education	Education	Alabama - AL	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
Elk Grove School District	Education	California - CA	Supply HVAC equipment, perform startup, and warranty repairs.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
University of Central Florida	Education	Florida - FL	HVAC capital chiller installations and retrofits, to include boilers, roof top units, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.

#### August 19, 2024 Regular CC Mtg DocuSign Envelope ID: 8B146823-77D9-4BC0-98F4-B947F9AA0E19

#### CONTRACT NO. 2284 EXHIBIT "A"

#### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	In North America, Carrier Commercial Service is geographically managed through the Service Center of Excellence, in Charlotte, NC. This centralized location works with 99 field offices that cover the entire continental United States, Hawaii, and Canada.	*
26	Dealer network or other distribution methods.	Carrier has both company owned direct sales offices, independent distributors and joint venture distributors. In May 1999 Carrier and Watsco, Inc. formed a joint venture to distribute Carrier, Bryant, Payne equipment and Totaline parts. The new name for this distribution network is Carrier Enterprises. These distributors were previously owned 100% by Carrier.	*
27	Service force.	Commercial Service employs over 2,000 management, professional, clerical personnel, service technicians and technical engineers. We have over 30 million man-hours of service experience. Service technicians belong to local pipefitters unions (optional in right-to-work states), which are part of the United Association of Plumbers and Steamfitters.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you partner with Carrier, you will work with a single source, dedicated Service Account Team that will provide 360 degrees of comprehensive solutions. Carrier will work with our client to develop a smart, effective and customized plan, designed to deliver the most value for the equipment and facility. Service options are matched to your required level of coverage; from inspections and annual maintenance, to planned and full maintenance options. When it comes to predictive maintenance services, Carrier is proactive, keeping your equipment at its operating peak performance. In-dept analysis, with our proprietary diagnostic tools, increases reliability and minimizes downtime. Carrier Commercial Service will notify you of any potential issues long before you realize there is a problem. In the event of an emergency outage, Carrier's response time to "tech on site" is typically 4 hours. For routine calls, the response time is generally 8 hours.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Carrier Corporation is a proud incumbent provider to Sourcewell. Carrier will continue to respond to requests from current, and prospective, members of the Sourcewell program.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Carrier Commercial Service in Canada currently provides services to governmental facilities. Our Canada team will respond accordingly to all requests for Sourcewell services.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Carrier has over 900 dispatch points operating out of 99 service offices in the US and Canada. Carrier Commercial Service provides services to all regions of the US, except Alaska.	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Carrier can, and will, service all sectors throughout the US and Canada (except Alaska) via the Sourcewell program.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Carrier Commercial Service provides services to all regions of the US and Canada, to include Hawaii. Carrier does not service Alaska.	*

#### Table 7: Marketing Plan

Line Item	Question	Response *
	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Carrier sends quarterly and annual email correspondence to customers associated with these markets. In addition to our email marketing campaign, Carrier annually attends and participates in the NIGP Forum and trade show. Carrier looks forward to partnering with Sourcewell in a strategic relationship at the show. Examples of Carrier's marketing materials for market solutions may be found at www.carrier.com. Included with the submission package is Carrier Strategic Accounts Marketing brochure.
	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Carrier's web site www.carrier.com is an effective platform for communicating our offerings to the general public, and prospective clients alike. The site allows us to showcase products and services, sustainable building solutions, and newly developed innovations. Carrier is also active in Linkedin and Twitter, as a means of communicating current news, and during times of emergency, to alert our customers of our temporary solutions for heating, cooling and power supply.
	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Carrier will encourage Sourcewell to facilitate introductions on behalf of Carrier with parties that represent a match to our service offerings. The master services agreement will be introduced to the national sales team during the award rollout, and will be accessible to all service personnel on our internal, National Accounts web site.
	Are your products or services available through an e- procurement ordering process? If so, describe your e- procurement system and how governmental and educational customers have used it.	N/A

#### Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At the customers option, Carrier may provide equipment operation training at the customer's facility. This training generally lasts several hours in duration, and encompasses unit operation, weekly routine operations checks, and minor troubleshooting. In addition, the customer may attend factory training at the Service Center of Excellence in Charlotte, N.C.
39	Describe any technological advances that your proposed products or services offer.	Carrier® SMART Service is a dynamic, proactive strategy for enhanced equipment and system management. Through the identification and analysis of chiller and system operating trends, more informed decisions can now be made relative to meeting comfort demands, implementing service, maintenance or repair events and improving a building's financial performance. The benefits include insight into chiller operation and trends, early indication of equipment problems, maximum operating efficiency, mitigating risks by identifying and correcting minor problems before they lead to expensive repairs.
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	One of the U.S. Government's testing agencies recently found that Carrier's variable-speed screw chiller consumed less energy and offered a greater range of operating conditions than alternative water-cooled chiller technology. Overseen by the General Services Administration, the Green Proving Ground program appointed Oak Ridge National Laboratory to perform real-world testing of two chillers: one with variable-speed screw technology and the other with maglev centrifugal technology. The findings showed variable-speed screw technology, like that in Carrier's AquaEdge® 23XRV water-cooled chiller, was more efficient, more versatile and required less maintenance than the maglev centrifugal and at a lower installed cost. When compared across a broad range of operating conditions, the variable-speed screw chiller consumed 11 percent less energy than the maglev centrifugal chiller. Based on the data, the variable-speed screw chiller also has an equipment price that is more than 30 percent lower than the maglev centrifugal chiller with the same cooling capacity.
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With Weather Series Rooftop Units featuring EcoBlue™ Technology, Carrier is proving that not all rooftops are created equal. EcoBlue™ Technology includes a more compact vane axial fan, which is an industry first for packaged rooftop units, along with a simplified design that helps lower installation and maintenance costs. Turn to the experts today to learn more and see how we've put a whole new spin on rooftops. Silver award winner of Consulting - Specifying Engineer 2019 Product of the Year.
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Carrier is a publicly traded, fortune 500 corporation and is not minority owned.
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	When you partner with Carrier, you'll work with recognized HVAC professionals – all with a clear focus on the importance of every aspect of your investment. Our technicians are certified as Carrier Specialists or Masters - each trained on our products, customer service and thoroughly tested to our standards. Carrier's Tech360 Certification Program is the most progressive learning program in the industry. As Carrier's own servicing entity, we have access to the latest engineering advancements and the most advanced technical servicing tools. Our expansive OEM service network has strategically-located offices in the United , States and Canada. Translation: we'll be there whenever you need us 24/7/365. Environmental Health and Safety (EH&S) is rooted in our culture. We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translate to safety on your jobsite. Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices.

#### Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Question	Response *	
Do your warranties cover all products, parts, and labor?	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing. Unauthorized alteration or improper operation by persons other than Carrier.	*
Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No	*
Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Carrier will warranty products per the manufacturer's guidelines.	*
What are your proposed exchange and return programs and policies?	No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.	*
Describe any service contract options for the items included in your proposal.	Carrier offers its customers long-term service agreements providing them with knowledge on new cost- saving and environmental technologies, preventive maintenance, and recommendations on current controls systems. In addition, Carrier has a unique remote diagnostic monitoring tool that can detect potential service problems before they occur. Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: catroff end upgradee, and turbered value represented betwings.	*
	Do your warranties cover all products, parts, and labor? Do your warranties impose usage restrictions or other limitations that adversely affect coverage? Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? What are your proposed exchange and return programs and policies? Describe any service contract options for the items included in your	Do your warranties cover all products, parts, and labor?       Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products on manufactured by Carrier Corporation, but it does passo not coustomer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be perform or insue a credit for such service. Carrier shall at its option repair or replace any defective equipment, parts or components during the warranty period shall be clustomer's exclusive remedy. Carrier shall at its option repairs or replacement of such any service. So the quipment, parts or components, for charges for transportation, handling and shipping or refigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.         Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?       No         Yes       Yes         Will you cover warranty service for items made by other manufacturers?       Carrier will warranty products per the manufacturer's guidelines.         What are your proposed exchange and return programs and policies?       No items will be accepted for return without prior written auth

#### Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Ite	m Question	Response *
51	Describe any performance standards or guarantees that apply to your services	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Quality Assurance of Products & Services
		In early 1990, Carrier's Service Marketing Division developed a process for Service Product Design and Implementation. Once a concept is established, it progresses through a feasibility study, where customers are consulted via focus groups or questionnaires. If management approval is obtained, a multi-functional team selected from marketing and operations is formed to undertake the project.
		Consequently, field training must take place for the proper delivery of the service product. This can be a concurrent activity with the technical training that must accompany each product. Training sessions are held at the region or district offices, with all office personnel involved. This includes the clerical people who administer the product, the engineers who may be called upon to install the product, the managers who manage the product's introduction, and the technicians who are involved in product installation and delivery.
		In product introduction, the project manager meets with quality review teams and suppliers to assure that the final product meets the initial goals for the product. Once the product is field implemented, the Customer Service Report (CSR) provides the means to communicate product deficiencies. Service marketing compiles the data via statistical analysis and the information is passed on to the appropriate suppliers.
		What service was sold versus what service was performed is a key indicator in the service business. Method of documentation of this indicator includes a computerized scheduling system, and the Customer Service Report (CSR) time tickets.
		The Customer Service Report (CSR), is a critical document for conformity. The CSR consists of several sections. The equipment information, model and serial numbers are recorded to identify the machine. A task code is used to identify the work done. Additionally, operating log readings are taken to verify the proper operation of the machine within design conditions. Calculations are done by the mechanic to confirm that operation is within the design specifications. Space on the form is dedicated to parts used, written description of work done and abnormalities discovered by the servicing mechanic. Finally, after all service is performed, customer signatures are obtained to verify that the work was done to the customer's satisfaction.
		The service performance key indicators are measured monthly by management. If any discrepancies are noted, the next level of management meets with the entity, determines the root cause of the existing performance as a comparison to plan and develop action plans to rectify the situation. These action plans detail specific areas of concern, outlining actions to be taken, timing, and responsibilities. Monthly follow-ups are conducted and actual results compared to planned results. Further corrective actions are taken as required.
		For product hardware, statistics and data compiled by the CSR Report feedback process determines product deficiencies. Its purpose is to allow the mechanic to receive technical assistance during startup, to give feedback to engineering on problems encountered with the unit. This information is shared with the components supplier and action items implemented to correct the situation. Management makes a required vendor visit to assure that the proper actions are implemented.
		In a distributed technical organization, there is the need to communicate service instructions across the nation. The principle vehicles for these transfers of information are the Service Bulletin and Equipment Technical Manuals.
		The need to generate technical bulletins is created by the input received from the field service organization through Customer Service Report (CSR) documents which are reviewed by U.S Field Operations (USFO) customer assurance personnel and field requests for assistance.
		Carrier uses both formal and informal approaches to assess the quality of its systems, processes, practices, products and services. Formally, Carrier Systems and Services assess the quality of the above with measurements. Some of the measurements include yearly audits (i.e., policies, procedures, purchasing, signature authority, safety), product failure rates on a monthly basis, service agreement cancellations, customer surveys (customer satisfaction index), and customer complaints.
		There are Product Management Councils set up to monitor, review and take action for specific products. Examples are the chiller, airside products, and controls products quality councils which meet on a quarterly basis or as required.
		Carrier is committed to delivering a quality product or service at an appropriate price. We have or are implementing processes that allow us to measure the quality of our current offerings, assess opportunities for improvement and implement changes, when needed, to improve our quality or modify our products to meet new customer requirements.

#### Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods?	Net 30. Payment is accepted via check, credit card, or wire.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
55		Rather than utilize a dealer network, Carrier Corp directly employs its sales and service force. As a Sourcewell incumbent, Carrier has successfully provided quarterly reports since 2017.	*
56	propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements,	Carrier has created a pricing template which details contract labor rates, material markups, and equipment discounts from master pricing. This document is distributed to our field upon contract award, and stored on a shared drive for all company employees to access. Template uploaded to this RFP as a reference.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, and at no additional costs.	*

#### Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See attached pricing template.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	See attached pricing template. *
60	Describe any quantity or volume discounts or rebate programs that you offer.	None. *
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced Parts are generally marked up using a pre-negotiated Mark up schedule. See attached pricing template for rates.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Trip charges and consumable charges apply to every visit.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery. Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as above. *
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Any unique requirements will be discussed on a customer by customer basis.

#### Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

#### Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Carrier Corporation utilizes a pricing tool that can be pre-loaded with Sourcewell's pre-negotiated rates, and markups. This ensures that users are compliant while creating competitive bids for Sourcewell members. A National Account Manager will review all bids prior to submission to ensure consistencey, and correctness.
	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The Carrier National Account Manager will use two tools to track the Sourcewell contract usage. One is a tracking list maintained by the National Account Manager, and the equipment team. The second resides in our service-sales software, which will track and report quoted or sold jobs throughout the life of the contract.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%

### Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Heating, ventilation, air-conditioning and refrigeration systems, controls, services, and sustainable solutions for commercial, industrial, and transportation applications.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Parts sales, new equipment factory startup, turnkey product installations, upgrades, indoor air quality solutions.

### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	ତ Yes ୦ No	Carrier offers a full line of products and solutions for building occupants' comfort, health, and well being, and industrial cooling. This includes new equipment, parts, labor, warranty, and turnkey * installations.
	Sensors, controls, thermostats, gauges, and system automation or management products and technology	ଙYes ⊂No	Carrier sells a full line of OEM replacement components, and can source parts from all other HVAC manufacturers as well.
	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	ି Yes C No	Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts

### Exceptions to Terms, Conditions, or Specifications Form

### Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

#### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan.'

Pricing - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:03:46

Financial Strength and Stability - Carrier-2020-Annual-Report.pdf - Monday June 21, 2021 10:32:55

Marketing Plan/Samples - Strategic Accounts Overview.pdf - Monday June 28, 2021 09:17:40

WMBE/MBE/SBE or Related Certificates (optional)

Warranty Information - Carrier Warranty and Terms.pdf - Monday June 21, 2021 10:33:20

Standard Transaction Document Samples - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:04:38 Upload Additional Document - RFP_070121_HVAC_Systems_Services_Contract_Template Sourcewell redline for Carrier 5.25.2021.docx - Monday June 21, 2021 10:33:43

### CONTRACT NO. 2284 EXHIBIT "A"

#### Addenda, Terms and Conditions

#### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has not taken any action in a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
  - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <a href="https://www.treasury.gov/ofac/downloads/sdnlist.pdf">https://www.treasury.gov/ofac/downloads/sdnlist.pdf</a>;
  - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
  - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Alex Relf, Strategic Account Manager, Carrier Global Corp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

∈Yes ⊛No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	M	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM		1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	V	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM		1

# AMENDMENT #1 TO CONTRACT #070121-CAR

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Carrier Global Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide HVAC Systems and Related Services, effective October 7, 2021, through August 12, 2025 (Contract).

Supplier requested that its name be modified from the name of its holding company to its North American operating company "Carrier Corporation."

All references to "Carrier Global Corporation" in Contract #070121-CAR will be stricken and replaced with "Carrier Corporation."

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by: 

Date: 4/15/2022 | 6:24 AM CDT

Approved:

By: Chad Coauette, Executive Director/CEO

4/15/2022 | 6:46 AM CDT

**Carrier Global Corporation** 

Will Langston,

Date:

Sourcewell Contract # 070121-CAR | Amendment #1 Page 1 of 1

August 1	9, 2024 Regular CC Mtg		CONTRACT NO. 2284 EXHIBIT "B"
		Address	2478 Peck Road
			City of Industry CA 90601
Cari	rier)	Phone	(818) 652-2365
		Fax	(860) 998-7888
		E-mail	dan.marquez@carrier.com
Contact Name	Manuel Fabian		
Account	City of San Fernando		
Phone	(818) 898-1243		
Site Address	505 S. Huntington St San Fernando, CA 91340	Estimate Date	08/12/2024
		Quote Number	r 01507537
Job Description	Las Palmas Park – <mark>Gym A/C Unit and Roofing Replac</mark>	ement Project	
Soono of Work	for A/C Donlocomont		

#### Scope of Work for A/C Replacement

Obtain AC Replacement Permit Check in with customer upon arrival Lock out and tag out Power to Gym A/C unit, recover refrigerant and properly dispose of Disconnect electrical, controls, drain and refrigerant lines and remove equipment from roof using crane Furnish and install new Carrier Heat Pump Split System – Same capacity as existing (15 Tons) Reconnect air handler to existing ductwork Provide new refrigerant lines, pressure test with nitrogen and evacuate system Reconnect to existing electrical service (condensing unit will receive new electrical service disconnect and seal tight) Charge system with new refrigerant Perform Factory Start-up to verify operation and clean work area Note1: New Heat Pump system consist of Condensing Unit and Air Handler only Note2: Crane fees included Note3: Carrier to haul away old equipment and properly disposed of New equipment lead time is 10 – 12 weeks Warranty: 90 Days labor and 1 Year Parts

Add Alternate Pricing for Carrier i-Vu Control System: \$38,500.00 (not included in price below)

### Roof Replacement Project details attached (provided by Superior Roofing)

### **Exclusions / Clarifications**

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted.

Overtime labor, Engineering, Fire Life Safety, Updated Controls, Thermostats, Thermostats wiring, Platform and Structural Modifications, Duct Cleaning, Sheet metal platform cover, Any items not specifically listed above.

Total Quoted Price - Pricing through Sourcewell Contract Number 070121-CAR

Total Price for Scope of Work including applicable taxes:

\$385,225.00

Breakdown: A/C Replacement Project: \$66,725.00 Roofing Project: \$318,500.00 August 19, 2024 Regular CC Mtg

### CONTRACT NO. 2284 EXHIBIT "B"

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dan Marquez

Carrier Commercial Service

Customer Acceptance (signature)

Date

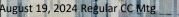
Purchase Order

Title

This quote is valid for 30 days.

The attached Terms & Conditions shall govern.

Carriei



### CARRIER CORPORATION TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

**3. RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

**4. SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

**5. PARTIAL SHIPMENT** - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events") which directly or indirectly affect manufacturing, shipping or delivery. Carrier shall remain excused from performance to the extent which, in its reasonable discretion, any such Force Majeure Event(s) continue to negatively impact Carrier's performance, whether or not the Force Majeure Event itself has ended. Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS

Terms and Conditions of Sale - Equipment and/or Service 6.19.23

WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term

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Carrier Corporation

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damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

**16. REVERSE ENGINEERING** - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

**18. LIMITATION OF LIABILITY** - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

Terms and Conditions of Sale - Equipment and/or Service 6.19.23

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such nonperformance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

**21. CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Carrier shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS THIS AGREEMENT AND ALL REFERENCED AGREEMENT. ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF

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Carrier Corporation

### CONTRACT NO. 2284 EXHIBIT "B"



CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaint sagainst contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**29. INTELLECTUAL PROPERTY** – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

**30. DATA PRIVACY** – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <u>https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice</u>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

**31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS** – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

**33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only)** – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

**34. ANTI-DISCRIMINATION POLICY** – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

**35. EQUIPMENT RENTALS** – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at

https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/, shall apply to the rental equipment.

**36. STATE CONTRACTOR LICENSE NUMBERS** – A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.carrier.com/commercial/en/us/service/contractor-licenses.

**37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY -** If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at <u>https://www.carrier.com/commercial/en/us/legal/additional-terms</u>, which are incorporated herein, shall apply.

**38.** ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at <u>https://abound.carrier.com/en/worldwide/saas-agreement</u> which are incorporated herein, shall apply.

**39.** ADDITIONAL TERMS AND CONDITIONS – I-VU CLOUD – If this Agreement includes a subscription to the i-Vu Cloud platform, then the additional terms and conditions of the i-Vu Master SaaS Subscription

Agreement available at https://www.shareddocs.com/hvac/docs/1000/Public/06/i-

Vu_Master_SaaS_Agreement_Direct_09232022.pdf which

incorporated herein, shall apply..

Terms and Conditions of Sale - Equipment and/or Service 6.19.23

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# PROPOSAL

Las Palmas Park 505 S Huntington St San Fernando, CA 91340

# **Prepared For:**

Carrier Corporation and the City of San Fernando Date: 06/25/2024



Superior Roofing 1655 S CLAUDINA WAY Anaheim, CA 92805 **Rep: Rep Phone:** (800) 761-6272 **Project #:** 14682 Carrier Corporation 2478 Peck Rd City of Industry, CA 90601 Attn: Customer Ref #: Project Address: Las Palmas Park , 505 S Huntington St, San Fernando, CA 91340

Date Prepared: 06/25/2024

### PROPOSAL

### Las Palmas Park - Re Roof

### Superior Roofing proposes to provide the following scope of work:

Asphalt Shingle Roof Replacement:

- 1. Remove existing Asphalt Shingle Roof down to sheathing and haul away debris from premises
- 2. Owner will be notified immediately if dry rot sheathing is discovered upon roof preparation.
- 3. Replace dry rot or damaged Plywood Sheathing (if needed) at a rate of \$120.00 per sheet.
- 4. Clean and prepare roof surface for installation of new roofing system.
- 5. Furnish and install One (1) layer of synthetic underlayment to prepared roof surface per applicable specifications.
- 6. Furnish and install 2"x4" Drip Edge to roof perimeter at eve edges.
- 7. Furnish and install new shingle starter at all eves and rakes.
- 8. Furnish and install 4"x6" Tin Shingles at all wall terminations.
- 9. Furnish and install new asphalt shingles over the entire sloped roof area,
- 10. Furnish and install new asphalt shingle ridge cover at all ridges.
- 11. Furnish and install new water diverters where the soffit meets the wall.
- 12. This proposal is based on prevailing hourly wages.
- 13. Complete above in a prompt and workmanlike manner including cleanup and hauling of all roofing debris from premises.

Warranty

Provide a limited lifetime warranty from the roofing manufacturer. Superior Roofing will provide a 1 year contractor labor warranty on repairs only.

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Owner Initials:

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### 60 Mil TPO Roof Overlay:

- 1. Superior Roofing to obtain all needed permits and inspections from the city building department for this project.
- 2. Existing roof to remain in place. Remove all metal flashings and coping cap.
- 3. Clean and prepare roof surface for installation of new roofing system.
- 4. Furnish and install 60-MIL TPO Single-Ply roof membrane system, mechanically fastened and hot air welded at laps to entire roof surface per manufacturer's specifications.
- 5. Fully adhered 60-MIL TPO Single-Ply roof membrane system to parapet walls using the fully adhered method with LOW VOC Glue/Adhesive, hot air welded at laps per manufacturer's specifications.
- 6. Furnish and install 60-MIL Non Reinforced Cone Shaped Pipe Boots to all penetrations, seal with Sealant and install stainless steel clamping band to collar.
- 7. Furnish and install 60-MIL Unreinforced Membrane where applicable (Corners, T/Joints, Etc.) per manufacturer's requirements.
- 8. Furnish and install new metal coping cap of the parapet wall, and attach with fasteners with neoprene washers.
- 9. Furnish and install TPO Clad Coated Drip Scupper Drain Outlets, and apply heat welded 8" membrane strip to surface. Seal outside edge per manufacturer's Detail Recommendations.
- 10. Furnish and install Aluminum Termination Bar Detail where necessary at all terminations.
- 11. This proposal excludes any plumbing, mechanical or electrical needs that may be needed during the course of this project.
- 12. This proposal is based on prevailing hourly wages.
- 13. Complete above in a prompt and workmanlike manner including cleanup and hauling of all roofing debris from premises.

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### Warranty:

Upon completion a Manufactures Quality Assurance Inspector will perform a detailed physical roof examination on all aspects of the newly installed membrane and components. Any recommended repairs will be made and a 20 year no dollar limit full replacement material and labor warranty will be issued to the owner or owner's representative 30 days after inspection and final payment.

Superior Roofing will provide a 1 year contractor labor warranty on repairs only.

**Estimated Start Date:** Within 30-60 days of notice to proceed, unless otherwise specified within this agreement.

**<u>Time for completion</u>**: The work to be provided by Contractor shall be commenced and be completed within the negotiated start date determined by Owner and Contractor.

All of the above work is to be completed in a substantial and workman like manner according to standard practices

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**Contract Terms and Conditions:** The above mentioned proposal is valid for 60 days from the proposal date. Failure by Contractor without lawful excuse to substantially commence work within 60 days from the date specified is a violation of Contractor's License Law. Contractor however, shall not be liable for any delays or variation from the foregoing commencement or completion schedule which are caused by factors beyond the control of Contractor (such as but not limited to: rain, threat or forecast of rain or other acts of God; acts of civil war or disturbance; and strikes, boycotts, lack of access, or other obstructive action by labor organizations or employees, or lock-outs or other defensive actions by employers - or which are caused by acts or neglect of Client). In the event that any delay or variation from the foregoing completion schedule is caused by any such factors, a reasonable extension of time for commencement and completion shall automatically be deemed to have been granted. For purposes of the paragraph, a reasonable extension of time shall include sufficient time to allow Contractor to commence and complete his obligations under contract agreement with other parties which were originally scheduled for commencement prior to the commencement date of this Contract, and Contractor shall be entitled to complete said other Contract obligations prior to the commencement of work on this Contract.

### Note About Extra Work and Change Orders

Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

### Payment Terms:

Unless indicated differently in this proposal, this proposal is based on a schedule and production process that includes the loading and installation of the project in a single phase. Should the Contractor be instructed by the Client to interrupt the single phase process, the additional cost of remobilization and other project costs directly attributable to the remobilization shall be added to the contract price to be paid by Client. Any payment not made on the day required for payment shall bear interest from the date at the rate of 1 1/2% per month until paid. Do not sign this contract before you read it or if it contains any blank space. You are entitled to a completely filled in copy of this Contractor, including the "ADDITIONAL TERMS AND CONDITIONS" section of this contract, before the work was done, and that he has read and received a legible copy of every other document that Client has signed during the contract negotiation. "YOU THE BUYER, MAY CANCEL THIS TRASACTION AT ANY TIME PRIOR TO MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THE DATE OF THIS RIGHT."

### Remit payment to: 1655 S Claudina Way Anaheim, CA 92805

		CLIENT ACKNOWLEDGES READING ALI	IG ALL PAGES OF THIS		
SUPERIOR ROOFING, INC. (	CONTRACTOR)	CONTRACT INCLUDING "ADDITION CONDITIONS"	IAL TERMS &		
By: REPRESENTATIVE (Sign)	DATE	CLIENT'S SIGNATURE (Sign)	DATE		
SRC Initials:		Owner Initia	als:		
16	55 S CLAUDINA WAY	Anaheim, CA 92805	D		

### 655 S CLAUDINA WAY | Anaheim, CA 92805 Ph: (800) 761-6272

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**REPRESENTATIVE (Print Name)** 

CLIENT (Print Name)

### FOLLOWING ADDITIONAL TERMS AND CONDITIONS ARE PART TO THE CONTRACT; INITIALLING REQUIRED

**1. DRAINS:** It is the Client's responsibility to ensure that all drains are free and clear from all debris after roofing work, also it is the Clients responsibility to maintain that the drains are free and clear through the roof guarantee period.

**2. ROOF TOP EQUIPMENT:** Unless otherwise noted in the scope of work, Contractor is not to be held responsible for leaks caused by roof top equipment included, but not limited to skylights, conduits, signs, air conditioner, duct work, sheet metal pans, etc. Additionally, Contractor is not liable for any leaks caused by 3rd party damage to roof top equipment and or roof surface.

**3.CONDITION OF PROJECT SITE:** Contractor assumes that all non-observable conditions of the property where and adjacent to where Contractor's work is to be performed, conform to the current building codes unless notified to the contrary by Client in writing prior to the commencement of work. Client assumes responsibility for any damage or injury caused as a result of any undisclosed non-code compliant condition and shall defend, indemnify and hold Contractor harmless against any claim brought by any third party arising from any undisclosed non-code compliant condition.

**4. SATELLITE DISHES:** Contractor shall use reasonable care, but is not responsible for TV antennas, guide wires or adjustments of TV sets and satellite dishes.

**5. HAZARDOUS MATERIALS:** Unless otherwise noted in the scope of work, there is no reference referring to asbestos or other hazardous material provisions. Contractor shall not be held liable for any removal or remediation of hazardous materials that is not currently detailed in the scope of work. The cost of any testing or abatement of materials containing asbestos or other hazardous materials shall be the responsibility of the Client.

**6. PONDING OR COLLECTION OF WATER:** Unless otherwise noted in the scope of work, Contractor is not responsible for correcting existing roof surfaces to eliminate ponding or collection of water unless included in the contract terms here in

**7. SCHEDULE OF WORK:** Unless a work schedule is noted in this agreement, the Contract Price assumes that the project will be completed in one continuous work flow. The Contractor understands and assumes responsibility should weather conditions require a change in scheduling. Should the Client or Client representatives require a change in the continuous work flow, the Contractor reserves the right to issue a change order that will compensate the Contractor for the break in work flow, re-mobilization fees, cost of rescheduling other projects, etc.

**8. RAISING OR MOVING OF EQUIPMENT:** Unless specified in this agreement, Client shall be responsible for and agrees to move, raise, or lift all objects (including but not limited to, conduits, signs, sky-lights, air conditioners, etc.), which must be raised, moved, or lifted in order to properly apply the roof. If Client fails to

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raise, move, or lift such objects Contractor shall assume no responsibility for, and shall not be liable for the operation of or damage to any such objects.

9. EXCESS WIND: Guarantee void in the event of wind damage if wind is in excess of mfg. specifications.

**10. CHANGE OF OWNERSHIP:** Warranty is transferable only after re-inspection of the roof is made. If no additional work is required, a fee is required to honor the Guarantee & Certificate.

**11. CLEANUP:** On completion of the work Contractor will remove debris and surplus material from Client's property and will leave the property in a neat and broom-clean condition

**12. LACK OF PAYMENT:** Any payment not made according to the payment schedule will immediately accelerate all remaining payments to become immediately due and payable. All work will cease and Client to assume all leak damaged liability until payments are received and work is commenced. Guarantee is void if job not paid in full.

**13. EXTRA WORK, CHANGES and DELETIONS:** If Client, either in writing or orally, directs or authorizes any modification or addition to the work covered by this contract, the price for such work shall be added to the contract price and shall be as agreed upon by the parties. In the absence of such an agreement the price for the work shall be the cost plus 20% for overhead and profit. As the extra work progresses, payment for extra work shall be made concurrently with payments made under the payment schedule. Requests for extra work should be made in

writing, but the Contractor is entitled to be paid for extra work whether the requests are in writing or not. Expense incurred on account of unusual or unanticipated conditions not apparent at the time this contract was entered into shall be paid by the Client as extra work.

**14. WORKER'S COMPENSATION INSURANCE & OTHER FORMS OF INSURANCE:** Contractor shall carry Workers' Compensation Insurance to meet statutory requirements with the coverage limits identified on "Exhibit C" of this Contract herein, at no additional cost to Client, for the protection of Contractor's employees during the progress of the work. Contractor shall also carry Comprehensive General Liability Insurance with the coverage limits identified on "Exhibit A" of this Contract, at no additional cost to Client; contractor on request will issue additional insured certificates. Client shall obtain and pay for insurance against injury to Client's own employees, persons under Client's discretion, and persons on the job site at Client's invitation, at no cost to Contractor.

**15. EXISTING CONDITIONS:** Contractor shall not be obligated to perform any work to correct damages made by termites or dry rot unless expressly included in this Contract. However, if in the course of the work, any such damages made by termites or dry rot are found on the roof, or related surfaces, Contractor shall make reasonable attempt to notify Client of any extra work necessary to complete the project and the Contractor shall perform such work at an additional charge to Client.

**a.** The Contractor is not responsible for:

**i.** The attachment of existing roof top items such as, but not limited to, conduit, lighting, signage, racking, mechanical equipment, solar equipment, or any other items attached to the top or underside of the roof deck.

ii. Attachment or replacement of foil radiant barrier under deck, if any.

**iii.** Contractor will perform a complete a pre-inspection of the observable roof area however unexposed gas, water and electrical lines could be damaged. Roofing is done normally once every 10-15 years and this

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additional work, if any, is a normal facet of a proper re-roofing product. Due to this fact, Contractor assumes no liability for and damages which could occur to these items

**b.** In addition, the Contractor shall have no obligation, unless explicitly stated in the specifications, to perform any of the following:

**i.** Correction of existing roof conditions to eliminate ponding or standing water, and if specifically included in the specifications, Contractor will only be responsible for reduction of, not elimination of, 'substantial' ponding or standing water on the roof deck or in drain box areas; the amount of reduction is to be at the sole discretion of the Contractor, however, as a general rule of thumb: 72 hours after the cessation of rain, there shall not be standing water of a quantity sufficient to cause damage to either the building structure or the roofing system.

ii. Correction of water intrusion through skylights, smoke or access hatches, vents, pitch pans, platform covers, mechanical or ventilation equipment, or walls, unless specifically included in the specifications.
iii. The Contractor will not be held responsible for repairs of roof top mechanical equipment made during or after the completion of the roofing project, unless prior to commencement of the roofing project, the roof top equipment is certified as to condition and working order.

### **16. DUTIES AND RESPONSIBILITIES OF THE CLIENT:**

**a.** The Client shall be responsible for giving proper notification and warning to any and all tenants, lessees, sub-lessees, employees, or any other parties specified by the Client, regarding proper preparation and precaution for the impending roofing project.

**b**. The Client shall be responsible for obtaining any survey, report, findings, analysis or the like required by any governmental agency or authority as a prerequisite for performing the work under this Agreement.

**c.** Subject to the provisions of Section 11 of this agreement, if Work Areas for this project include areas over interior space under open-beam roof decks, into which debris or roofing materials could enter the interior of the building, the Client shall be responsible for protection of interior building areas and all contents including, but not limited to, equipment, inventory and occupants, in order to prevent any damage or injuries during the project.

**d.** The Client shall be responsible for coordinating the work of other separate Contractors and for the Client's own work forces or tenants, so as not to impede or conflict with the work of the Contractor, and so as to promote a safe working environment and timely completion of the project.

**e.** The Client agrees to grant and provide reasonable access to the property for Contractor's employees Contractor's equipment & vehicles, and storage of job related materials and debris. Client further agrees to provide and allow Contractor use of, and access to, water and electricity on site as necessary for completion of work authorized by Client.

**f.** In the event the Client should intentionally or negligently cause the Contractor's work to be delayed or halted once commenced, the Contractor shall be entitled to reasonable reimbursement for shutdown, standby, damage and restart-up costs.

**g.** To the extent necessary for the commencement and completion of the Specifications, Client shall be responsible for removing all objects or abandoned equipment left on the roof prior to commencement of the work, unless otherwise specifically stated in this Contract.

**h.** All objects on the roof or parapet walls, including but not limited to: air conditioners, skylights, signs, walls, door ledges, windows, solar units, antennas/satellite dishes, compressors or any other objects that are not, professionally, permanently and securely sealed or mounted, shall be professionally, permanently and securely sealed or mounted, shall be professionally, permanently and securely sealed or mounted by Client prior to commencement of work, to the extent necessary to facilitate proper completion of the work.

**i.** The Client shall have the roof drainage plumbing system, including drainpipes and down spouts, checked prior to commencement of work, and if necessary, cleared or replaced. Thereafter Client shall maintain clear

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roof drainage with, at minimum, annual inspection of both roof areas around drains and scuppers, and all associated plumbing, to insure clear unimpeded roof drainage.

### **17. DUTIES AND REPRESENTATIONS OF THE CONTRACTOR:**

**a.** The Contractor shall, at its sole expense, supply and install new materials free from defect, of a type approved for the work in question and shall be installed in accordance with generally acceptable trade practices. On work of re-roofing or recover, unless otherwise specified in this Contract or attachments thereto, the Contractor shall use existing flashings.

**b**. The Contractor shall raise, move, or lift objects or equipment left on the roof by Client as set forth in Section 15(g), as necessary to properly complete the Contracted work, at additional cost to Client which shall be invoiced separately and is in addition to the Payment Amount. Notwithstanding the preceding sentence, Contractor shall, in a timely manner, notify the Client of any such necessary rising, moving or lifting required for the work to proceed properly. The Client agrees to hold the Contractor harmless of responsibility for the operation of, or possible damage to, said items resulting from moving or lifting.

**c.** The Contractor does not assume responsibility for concealed conditions, pre-existing illegal conditions, termites, dry rot damage, asbestos removal, deck deflection, defects in the roof drainage, or structural design of the building causing standing water on the roof or other conditions.

**d.** The Contractor will perform all work in a tidy manner consistent with normal trade practices. Contractor will promptly remove all job-related equipment and debris from the jobsite and will leave the work area in a general 'broom clean' condition upon completion

18. MEDIATION AND ARBITRATION OF DISPUTES: In the event of any dispute between the parties as to the performance or interpretation of any of the provisions of this Contract, or as to matters related to but not covered by this Contract, the parties shall in good faith confer with each other to try to resolve such dispute. However, if the parties cannot reach a resolution amongst themselves, the parties shall try to resolve such dispute by mediation. Either party may give written notice of its request for mediation to the other party. Within 10 days after the giving of such notice, both parties shall jointly contact JAMS, (or if JAMS no longer exists, then EnDispute or other reputable and comparable mediation service), to submit the dispute for mediation. The mediation shall be conducted by a mediator acceptable to both parties; provided that if the parties are unable to agree on the mediator within 10 days after the submission of the dispute for mediation, the mediation service selected shall have the right to designate the mediator from its own panel of mediators, which designation shall be conclusive upon the parties. Each party may be represented by its own attorney at all phases of the mediation process. The mediator will have the power to award to any party or parties to the dispute any sums for costs, expenses, and attorneys' fees that the mediator deems proper. The mediation shall be held in accordance with the rules and procedures of the construction industry arbitration rules of the American Arbitration Association and the mediation service selected. The parties shall cooperate and act diligently in the scheduling of the mediation. If mediation does not result in the settlement of all disputes between the parties, the parties agree that the unresolved dispute shall thereafter be finally resolved by an arbitration to be conducted in Los Angeles, California under the auspices of and in accordance with the rules of JAMS (or if JAMS no longer exists, then EnDispute or other reputable and comparable arbitration service) then in effect and applicable to arbitration of commercial matters and in accordance with the construction industry arbitration rules of the American Arbitration Association. Each party shall be entitled to conduct discovery to the fullest extent permitted by California Code of Civil Procedure § 1283.05 et seq. The prevailing party in such arbitration shall be entitled to reasonable costs and expenses (including attorneys' fees) which are incurred by the other party. The arbitration award shall be binding on both parties. The judgment upon the award rendered pursuant to such arbitration may be entered in or by any court having jurisdiction thereof.

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**19**. **ATTORNEYS FEES:** In the event legal action or arbitration is instituted for the enforcement of any term or condition of this contract, the prevailing party shall be entitled to an award of reasonable attorneys fees in said action or arbitration, in addition to costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration. The court shall not be bound by any court fee schedule, and may, in the interests of justice, award the full amount of costs, expenses and attorney's fees incurred in good faith.

**20. GOVERNING LAW:** This agreement shall be construed in accordance with the laws of the State of California.

**21. ENTIRE AGREEMENT:** This contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract exists between the parties. This contract can be modified only by an agreement in writing signed by both parties.

22. ADDITIONAL TERMS AND CONDITIONS (IF ANY ENTERED HERE): None

# **NOTICES TO OWNER**

"You, the buyer, may cancel the transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."

### **MECHANICS LIEN WARNING:**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if they are not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

SRC Initials:

Owner Initials:

1655 S CLAUDINA WAY | Anaheim, CA 92805 Ph: (800) 761-6272

Page **10** of **1**3



PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's internet website at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

The above is not meant to be an exhaustive review of mechanics' liens. It is intended that you understand that you are entering into a contract which may bind your property and is intended that you understand how to act to protect your property.

# CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD.

Information about the Contractors State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's internet website at www.cslb.ca.gov Call CSLB at 800-321-CSLB (2752) Write CSLB at P.O. Box 26000, Sacramento, CA 95826

SRC Initials:



# THREE DAY RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within three business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract

Acknowledgment of Receipt of Notice

(Buyers signature)

Date:

SRC Initials:



# **Notice of Cancellation**

Date:

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Superior Roofing Co. 1655 S. Claudina Way Anaheim, CA 92805 no later than midnight of ______.

I hereby cancel this transaction. Date:

(Buyer's signature)

SRC Initials:

Version 11/27/2018

1655 S CLAUDINA WAY | Anaheim, CA 92805 Ph: (800) 761-6272

August 19, 2024 Regular CC Mtg



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# AGENDA REPORT

То:	Mayor Celeste T. Rodriguez and Councilmembers
From:	Nick Kimball, City Manager By: Wendell Johnson, Director of Public Works
Date:	August 19, 2024
Subject:	Consideration to Award a Construction Contract to Elecnor Belco Electric, Inc. for the Citywide Traffic Signal Synchronization Project

### **RECOMMENDATION:**

It is recommended that the City Council:

- Accept the lowest responsible bid (Attachment "A" Bid Analysis) and approve a Construction Contract with Elecnor Belco Electric, Inc. in an amount not-to-exceed \$912,750 for the Citywide Traffic Signal Synchronization Project (Attachment "B" – Contract No. 2285);
- b. Approve a project contingency in an amount not-to-exceed 10% of the contract amount, or \$91,275, to cover costs of unforeseen conditions; and
- c. Authorize the City Manager to execute the Construction Contract and all related documents.

### BACKGROUND:

- On December 4, 2017, the City Council adopted Resolution No. 7827 accepting Proposition C grant funds in the amount of \$775,376 from the Los Angeles County Metropolitan Transportation Authority (Metro) for the San Fernando Citywide Signal Synchronization and Bus Speed Improvements Project (Project).
- 2. On February 1, 2023, Metro's Technical Advisory Committee approved a time extension to February 29, 2024, for the City to complete the Traffic Signal Synchronization Project (Project).
- 3. On April 6, 2023, City staff met with Metro to discuss reduction to project scope due to a funding gap.
- 4. In June 2023, Willdan Engineering began the design for the Project.

PUBLIC WORKS DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-1222 WWW.SFCITY.ORG

# Consideration to Award a Construction Contract to Elecnor Belco Electric, Inc. for the Citywide Traffic Signal Synchronization Project

Page 2 of 4

- 5. In May 2024, a Notice Inviting Bids for the Project was advertised on the City's website, local newspaper, and various trade publications.
- 6. On June 5, 2024, the Metro Technical Advisory Committee approved a second time extension to February 29, 2025, to complete the Project.
- 7. On July 10, 2024, six (6) bids were received and publicly opened by the City Clerk.

### ANALYSIS:

Traffic Signal Synchronization is a method of timing groups of traffic signals along an arterial street to provide for smooth movement of traffic with minimal stops, thereby reducing delays, improving the flow of traffic, and minimizing gas consumption and pollutant emissions experienced by motorists. Traffic signal synchronization works by calculating the arrival time for a group of vehicles at each intersection traveling at a specified speed, and then the traffic signals are strategically timed to turn green just as the group of vehicles arrive at each intersection. In order for the traffic signals to be synchronized, a group of signals must all be set to run on the same cycle length (i.e. the amount of time it takes for the signal to go from green to yellow to red, and back to green again), after the cross street has been serviced.

While traffic signal synchronization improves traffic flows, not all City streets warrant coordination. Typically, a street is selected for synchronization if it carries a higher amount of traffic along the arterial during peak hours.

The Project was selected for funding through the Proposition C - 2015 Call for Projects program. Proposition C is a tax measure approved by Los Angeles County voters in 1990 that initiated a countywide transit development program with the purpose of improving transit service and operations, reduce traffic congestion, improve air quality, efficiently operate and improve the condition of streets and freeways utilized by public transit, and reduce foreign fuel dependency. The Call for Projects program was created to allow public agencies to apply for transportation funds for the implementation of regionally significant projects.

The Project will help to improve the flow of traffic within the City through the synchronization of 35 signalized intersections along the following two major north-south and four major east-west arterial corridors:

- Truman Street (north-south)
- Glenoaks Boulevard (north-south)
- Hubbard Avenue (east-west)
- Maclay Avenue (east-west)
- Brand Boulevard (east-west)
- San Fernando Mission Boulevard (east-west)

# Consideration to Award a Construction Contract to Elecnor Belco Electric, Inc. for the Citywide Traffic Signal Synchronization Project

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The traffic signal modifications will include installation of new Global Positioning System (GPS) units, traffic signal controllers, traffic signal cabinets, conduit, conductors, pull boxes, etc. Following the installation of new equipment, updated traffic signal timing charts will be inputted to synchronize traffic signals.

### Bid Analysis.

Staff analyzed the six (6) bids submitted to the City and determined that Elecnor Belco Electric, Inc., is the lowest responsible and responsive bidder and met all the requirements for the bid submittal (Attachment "A"). The table below summarizes the bids received:

RANK	BIDDER	BID AMOUNT
1	Elecnor Belco Electric, Inc. (Chino, CA)	\$912,750.00
2	Yunex LLC (Riverside, CA)	\$927,500.00
3	PTM General Engineering Services, Inc. (Riverside, CA)	\$989,089.00
4	Innovative Engineering Systems, Inc. dba Agilitech (Bakersfield, CA)	\$1,035,620.00
5	Crosstown Electric & Data, Inc. (Irwindale, CA)	\$1,115,689.00
6	POLO Engineering, Inc. (Castaic, CA)	\$1,159,972.25

### Project Schedule.

The Project will have a procurement period of three months for traffic signal controllers and cabinets manufacturing and delivery. Construction is expected to begin in December 2024 and completion is anticipated by February 2024.

### Construction Management.

Per the current On-Call Professional Engineering Services Agreement, the City will be utilizing Willdan Engineering for construction management, inspection, labor compliance, and material testing services for the Project. The cost for stated services is being charged directly to the Project, which will not impact the City's general fund; see "Uses" table below.

### **BUDGET IMPACT:**

The total cost to complete the Project is \$1,145,539. The funding for the Project is appropriated in the Fiscal Year (FY) 2024-2025 Adopted Budget within Fund 010 (Grants), Fund 008 (Prop C), and Fund 012 (Measure R).

# Consideration to Award a Construction Contract to Elecnor Belco Electric, Inc. for the Citywide Traffic Signal Synchronization Project

Page 4 of 4

The following is a breakdown of funding amounts, sources and uses:

SOURCES							
Fund	Account Number		Current Allocation				
Proposition C Grant	010-3686-0510	\$	775,736				
Proposition 8	008-3210-0510	\$	350,000				
Measure R	012-3210-0510	\$	19,803				
Total Sources:		\$	1,145,539				

USES		
Activity	Account Number	Cost
Construction	010/008-371-0510-4600	\$ 912,750
Construction Contingency (10%)	008-371-0510-4600	\$ 91,275
Construction Management/Inspection/	008-371-0510-4600	\$ 95 <i>,</i> 877
Testing/Labor Compliance		
Staff Oversight/Administration (5%)	008/012-371-0510-4600	\$ 45,637
Total Uses:		\$ 1,145,539

### **CONCLUSION:**

It is recommended that the City Council approve Contract No. 2285 and authorize the City Manager to execute the Construction Contract and all related documents.

### **ATTACHMENTS:**

- A. Bid Analysis
- B. Contract No. 2285, including: Exhibit "A": City's Notice Inviting Bids Exhibit "B": Contractor Proposal

### **Bid Analysis**

Citywide Traffic Signal Synchronization Project

•	• •	•
Bid Openin	ng: July 10, 2024 at 1	1:00 AM

	1 2 3 4 5 6																	
			Engineer	's Estimate	Elecnor Belco	o Electric, Inc.	Yune	ex LLC		al Engineering ces, Inc.		e Engineering c., dba Agilitech		ectrical & Data, Inc.	POLO Eng	ineering, Inc.	Median	Average
ltem No.	Description	Unit Qty	Unit Price	ltem Total	Unit Price	ltem Total	Unit Price	ltem Total	Unit Price	ltem Total	Unit Price	ltem Total	Unit Price	ltem Total	Unit Price	ltem Total	ltem Total	ltem Total
1	Traffic Signal Modification at Truman St and Workman St Complete per Plan	LS 1	\$ 47,500.00	\$ 47,500.00	\$ 53,000.00	\$ 53,000.00	\$ 57,795.00	\$ 57,795.00	\$ 54,800.00	\$ 54,800.00	\$ 61,354.00	\$ 61,354.00	\$ 67,150.00	\$ 67,150.00	\$ 72,682.00	\$ 72,682.00	\$ 59,574.50	\$ 61,130.17
	Traffic Signal Modification at San Fernando Mission Blvd and Celis St Complete per Plan	LS 1	\$ 47,500.00	\$ 47,500.00	\$ 53,000.00	\$ 53,000.00	\$ 57,795.00	\$ 57,795.00	\$ 54,800.00	\$ 54,800.00	\$ 61,354.00	\$ 61,354.00	\$ 67,150.00	\$ 67,150.00	\$ 72,682.00	\$ 72,682.00	\$ 59,574.50	\$ 61,130.17
	Traffic Signal Modification at San Fernando Mission Blvd and Pico St Complete per Plan	LS 1	\$ 47,500.00	\$ 47,500.00	\$ 53,000.00	\$ 53,000.00	\$ 57,795.00	\$ 57,795.00	\$ 55,800.00	\$ 55,800.00	\$ 61,354.00	\$ 61,354.00	\$ 67,150.00	\$ 67,150.00	\$ 72,682.00	\$ 72,682.00	\$ 59,574.50	\$ 61,296.83
4	Traffic Signal Modification at San Fernando Mission Blvd and Hollister St Complete per Plan	LS 1	\$ 47,500.00	\$ 47,500.00	\$ 53,000.00	\$ 53,000.00	\$ 57,795.00	\$ 57,795.00	\$ 56,800.00	\$ 56,800.00	\$ 61,354.00	\$ 61,354.00	\$ 67,150.00	\$ 67,150.00	\$ 72,682.00	\$ 72,682.00	\$ 59,574.50	\$ 61,463.50
5	Traffic Signal Modification at San Fernando Mission Blvd and Kewen St Complete per Plan	LS 1	\$ 47,500.00	\$ 47,500.00	\$ 53,000.00	\$ 53,000.00	\$ 57,795.00	\$ 57,795.00	\$ 56,800.00	\$ 56,800.00	\$ 61,354.00	\$ 61,354.00	\$ 67,150.00	\$ 67,150.00	\$ 72,682.00	\$ 72,682.00	\$ 59,574.50	\$ 61,463.50
	Traffic Signal Modification at San Fernando Mission Blvd and Mott St Complete per Plan	LS 1	\$ 47,500.00	\$ 47,500.00	\$ 53,000.00	\$ 53,000.00	\$ 57,795.00	\$ 57,795.00	\$ 55,800.00	\$ 55,800.00	\$ 61,354.00	\$ 61,354.00	\$ 67,150.00	\$ 67,150.00	\$ 72,682.00	\$ 72,682.00	\$ 59,574.50	\$ 61,296.83
	Traffic Signal Modification at San Fernando Mission Blvd and O'Melveny St Complete per Plan	LS 1	\$ 47,500.00	\$ 47,500.00	\$ 53,000.00	\$ 53,000.00	\$ 57,795.00	\$ 57,795.00	\$ 56,800.00	\$ 56,800.00	\$ 61,354.00	\$ 61,354.00	\$ 67,150.00	\$ 67,150.00	\$ 72,682.00	\$ 72,682.00	\$ 59,574.50	\$ 61,463.50
8	Traffic Signal Modification at Maclay Ave and Library St Complete per Plan	LS 1	\$ 47,500.00	\$ 47,500.00	\$ 53,000.00	\$ 53,000.00	\$ 57,795.00	\$ 57,795.00	\$ 55,800.00	\$ 55,800.00	\$ 61,354.00	\$ 61,354.00	\$ 67,150.00	\$ 67,150.00	\$ 72,682.00	\$ 72,682.00	\$ 59,574.50	\$ 61,296.83
9	Traffic Signal Modification at Maclay Ave and 5th St Complete per Plan	LS 1	\$ 47,500.00	\$ 47,500.00	\$ 53,000.00	\$ 53,000.00	\$ 57,795.00	\$ 57,795.00	\$ 58,800.00	\$ 58,800.00	\$ 61,354.00	\$ 61,354.00	\$ 75,000.00	\$ 75,000.00	\$ 72,682.00	\$ 72,682.00	\$ 60,077.00	\$ 63,105.17
10	Traffic Signal Modification at Maclay Ave and 7th St Complete per Plan	LS 1	\$ 47,500.00	\$ 47,500.00	\$ 53,000.00	\$ 53,000.00	\$ 57,795.00	\$ 57,795.00	\$ 56,800.00	\$ 56,800.00	\$ 61,354.00	\$ 61,354.00	\$ 67,150.00	\$ 67,150.00	\$ 72,682.00	\$ 72,682.00	\$ 59,574.50	\$ 61,463.50
	Traffic Signal Modification at Maclay Ave and 8th St Complete per Plan	LS 1	\$ 47,500.00	\$ 47,500.00	\$ 53,000.00	\$ 53,000.00	\$ 57,795.00	\$ 57,795.00	\$ 56,800.00	\$ 56,800.00	\$ 61,354.00	\$ 61,354.00	\$ 67,150.00	\$ 67,150.00	\$ 72,682.00	\$ 72,682.00	\$ 59,574.50	\$ 61,463.50
12	Traffic Signal Modification at Brand Blvd and Celis St Complete per Plan	LS 1	\$ 47,500.00	\$ 47,500.00	\$ 53,000.00	\$ 53,000.00	\$ 57,795.00	\$ 57,795.00	\$ 56,800.00	\$ 56,800.00	\$ 61,354.00	\$ 61,354.00	\$ 67,150.00	\$ 67,150.00	\$ 72,682.00	\$ 72,682.00	\$ 59,574.50	\$ 61,463.50
13	Traffic Signal Modification at Brand Blvd and Kewen St Complete per Plan	LS 1	\$ 47,500.00	\$ 47,500.00	\$ 53,000.00	\$ 53,000.00	\$ 57,795.00	\$ 57,795.00	\$ 56,800.00	\$ 56,800.00	\$ 61,354.00	\$ 61,354.00	\$ 67,150.00	\$ 67,150.00	\$ 72,682.00	\$ 72,682.00	\$ 59,574.50	\$ 61,463.50
14	Remove existing WWV antenna and/or existing GPS unit complete and install new GPS Time Base Unit	EA 35	\$ 1,500.00	\$ 52,500.00	\$ 6,050.00	\$ 211,750.00	\$ 4,995.00	\$ 174,825.00	\$ 6,000.00	\$ 210,000.00	\$ 5,324.00	\$ 186,340.00	\$ 5,280.00	\$ 184,800.00	\$ 4,568.75	\$ 159,906.25	\$ 185,570.00	\$ 187,936.88
15	Mobilization (Not to Exceed 5% of Total Bid Amount)	LS 1	\$ 33,500.00	\$ 33,500.00	\$ 12,000.00	\$ 12,000.00	\$ 1,340.00	\$ 1,340.00	\$ 45,689.00	\$ 45,689.00	\$ 51,678.00	\$ 51,678.00	\$ 50,089.00	\$ 50,089.00	\$ 55,200.00	\$ 55,200.00	\$ 47,889.00	\$ 35,999.33
			TOTAL	\$ 703,500.00		\$ 912,750.00		\$ 927,500.00		\$ 989,089.00		\$ 1,035,620.00		\$ 1,115,689.00		\$ 1,159,972.25		

## ATTACHMENT "A"

Prepared by: Kayla Urbina, 7/24/24



### **CONSTRUCTION CONTRACT/AGREEMENT**

ELECNOR BELCO ELECTRIC, INC.

Citywide Traffic Signal Synchronization Project Job No. 7603, Plan No. P-745

THIS AGREEMENT is made and entered into this 19th day of August, 2024, by and between the CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and ELECNOR BELCO ELECTRIC, 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 as Exhibit "A": Approved <u>Citywide</u> <u>Traffic Signal Synchronization Project, Job No. 7603, Plan No. P-745</u>, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, 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: <u>Citywide Traffic Signal</u> <u>Synchronization Project, Job No. 7603, Plan No. P-745</u> (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated 7/3/2024.

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of <u>NINE HUNDRED TWELVE THOUSAND SEVEN HUNDRED FIFTY</u> <u>DOLLARS (\$912,750)</u>.

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 within ten (10) days after issuance of a Notice to Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **FORTY (40)** 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: One Thousand Two Hundred Dollars (\$1,200.00) 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. 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. 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.

10. 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."

11. 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.

Signature page to follow

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:	ELECNOR BELCO ELECTRIC, INC.
By: Nick Kimball, City Manager	Ву:
Date:	Name:
ATTEST:	Title:
By: Julia Fritz, City Clerk	Date:
Date:	Ву:
APPROVED AS TO FORM:	Name:
By: Richard Padilla, Assistant City Attorney	Title:
Date:	Date:

# **CITY OF SAN FERNANDO, CA**



# CONTRACT DOCUMENTS FOR CITYWIDE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT Job No. 7603, Plan No. P-745

	Prepared by: WILLDAN Engineering	extending your reach	
NO. 83887 CIVIL OF CALLOR CALLOR	13191 CROSSROADS PARKWAY NORTH, INDUSTRY, CALIFORNIA 91746-34 (562) 908-6200 Under the Supervision o	443	
Jeffrey C. Lau, PE	RCE 83887	Date: _	5/29/24
h	h	Date:	5.29.24

Approved By: Wendell E. Johnson, Director of Public Works, RCE 66340

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Appendix Construction Recycling FormAppendix 1

### NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until <u>11:00 A.M. on Wednesday, July 10, 2024</u>, and said bids will be publicly opened and declared for performing work on the following project:

### CITYWIDE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT JOB NO. 7603, PLAN NO. P-745

The project consists of a traffic signal modification including but not limited to the installation and removal of traffic signal cabinets, GPS universal time base unit with antenna, conduit, conductors, pull boxes and other 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 construction time for the project is FORTY (40) working days. Upon receiving confirmation of the scheduled delivery date of the equipment, the Notice to Proceed with Construction will be issued thirty (30) calendar days before the scheduled arrival of the equipment on site.

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: <u>http://www.dir.ca.gov/DLSR/PWD</u> but are not printed in the Specifications; these rates are subject to predetermined increases.

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 or Class C10 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  $\frac{1}{2}$  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 charted bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, www.sfcity.org, for downloading at no charge. In order to be eligible to submit a bid for the project, you MUST contact Ken Jones, Public Works Management Analyst, via e-mail at Kiones@sfcity.org to be placed on the plan holders list and facilitate with the issuing of addenda, if any. Any questions pertaining to the project shall be submitted by Wednesday, June 26, 2024, by 4:00 p.m.

Addenda, if any, will NOT be distributed to the plan holders, and will ONLY be posted on the City website. It shall be the Bidder's responsibility to check the City website for any addenda. The last addendum, if any, to be posted on the City's website by Wednesday, July 3, 2024.

Date: _ 5:29'29

City of San Fernando

By: Wendell E. Johnson, P.E.

**Director of Public Works** 

SPC24-09

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# INSTRUCTIONS TO BIDDERS

1. <u>GENERAL</u> 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.

<u>Bid Quotes and Unit Price Extensions</u> – 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.

<u>Bid Retention and Award</u> – 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.

<u>Communications Regarding Bid</u> – 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. <u>EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE</u> 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. <u>DISQUALIFICATION OF BIDDERS AND PROPOSALS</u> 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. <u>AWARD AND EXECUTION OF CONTRACT</u> 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. <u>SIGNATURE OF CONTRACTOR</u>
  - a. <u>Corporation</u> 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. <u>Partnerships</u> 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. <u>Joint Ventures</u> Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
  - d. <u>Individuals</u> 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. <u>BONDS</u>
  - a. <u>Bid Bonds</u> 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 th**e City of San Fernando.

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

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

- P-1 Contractor's Proposal
- P-2 Bid Schedule
- P-4 Bidder's Bond
- P-5 Contractor Information
- P-6 List of References
- P-7 List of Subcontractors
- P-8 Certificate of Secretary of Adoption of Resolution
- P-9 Non-Collusion Affidavit

# CONTRACTOR'S PROPOSAL

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

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

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

# CITYWIDE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT Job No. 7603, Plan No. P-745

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 FORTY (40) working days after the commencement date stated in the Notice to Proceed with Construction. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

Dated

Bidder

Signature

Name (Print/Type)

Title

# **BID SCHEDULE**

# CITYWIDE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT Job No. 7603, Plan No. P-745

# BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Traffic Signal Modification at Truman St and Workman St Complete per Plan	LS	1	\$	\$
2	Traffic Signal Modification at San Fernando Mission Blvd and Celis St Complete per Plan	LS	1	\$	\$
3	Traffic Signal Modification at San Fernando Mission Blvd and Pico St Complete per Plan	LS	1	\$	\$
4	Traffic Signal Modification at San Fernando Mission Blvd and Hollister St Complete per Plan	LS	1	\$	\$
5	Traffic Signal Modification at San Fernando Mission Blvd and Kewen St Complete per Plan	LS	1	\$	\$
6	Traffic Signal Modification at San Fernando Mission Blvd and Mott St Complete per Plan	LS	1	\$	\$
7	Traffic Signal Modification San Fernando Mission Blvd <b>and O'Melveny St Complete per</b> Plan	LS	1	\$	\$
8	Traffic Signal Modification at Maclay Ave and Library St Complete per Plan	LS	1	\$	\$
9	Traffic Signal Modification at Maclay Ave and 5 th St Complete per Plan	LS	1	\$	\$
10	Traffic Signal Modification at Maclay Ave and 7 th St Complete per Plan	LS	1	\$	\$
11	Traffic Signal Modification at Maclay Ave and 8 th St Complete per Plan	LS	1	\$	\$
12	Traffic Signal Modification at Brand Blvd and Celis St Complete per Plan	LS	1	\$	\$
13	Traffic Signal Modification at Brand Blvd and Kewen St Complete per Plan	LS	1	\$	\$
14	Remove existing WWV antenna and/or existing GPS unit complete and install new GPS Time Base Unit	EA	35	\$	\$
15	Mobilization (Not to Exceed 5% of Total Bid Amount)	LS	1	\$	\$
			BID SCHE	DULE TOTAL	\$

TOTAL BASE BID IN NUMBERS

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received:

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

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

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

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# **BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS:

that we,	as Principal,
and	as Surety,
are held and firmly bound unto the City of San Fernando in the sum of	

to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of which sum well and truly made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden _____

by and from the said City of San Fernando that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____day of _____, 2024.

Principal	Surety
Ву	Ву
Its	Its
Ву	Ву
Its	Its

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

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

# CONTRACTOR INFORMATION

Company Name			
Address			
Telephone	Fax	E-mail _	
Type of Firm: Individual (	) Partnership () (	Corporation ( )	
Corporation organized und	ler the laws of the State	of	
Contractor's License Numb	perState	Classification	Expiration Date
DIR Registration Number		Expiration Date	
Names and titles of all official	cers of the firm		

# LIST OF REFERENCES

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

1.	NAME OF CITY OR BUSINESS CONTACT PERSON AND PHONE NO TYPE/DATE OF WORK PERFORMED TOTAL CONTRACT AMOUNT \$
2.	NAME OF CITY OR BUSINESS CONTACT PERSON AND PHONE NO TYPE/DATE OF WORK PERFORMED TOTAL CONTRACT AMOUNT \$
3.	NAME OF CITY OR BUSINESS CONTACT PERSON AND PHONE NO TYPE/DATE OF WORK PERFORMED TOTAL CONTRACT AMOUNT \$
4.	NAME OF CITY OR BUSINESS CONTACT PERSON AND PHONE NO TYPE/DATE OF WORK PERFORMED TOTAL CONTRACT AMOUNT \$
5.	NAME OF CITY OR BUSINESS CONTACT PERSON AND PHONE NO TYPE/DATE OF WORK PERFORMED TOTAL CONTRACT AMOUNT \$
6.	NAME OF CITY OR BUSINESS

# LIST OF SUBCONTRACTORS

The bidder is required to fill in the follow 4100 to 4108, inclusive, of the Governm	wing blanks in accordance with the provisions of Section ent Code of the State of California.
Name under which subcontractor is licer	nsed:
Address of office, mill or shop:	
Specific description of subcontract:	
License No.:	Amount of Subcontract:
DIR Registration Number:	Expiration Date:
Name under which subcontractor is licer	nsed:
Address of office, mill or shop:	
Specific description of subcontract:	
License No.:	Amount of Subcontract:
DIR Registration Number:	Expiration Date:
Name under which subcontractor is licer	nsed:
Address of office, mill or shop:	
Specific description of subcontract:	
License No.:	Amount of Subcontract:
DIR Registration Number:	Expiration Date:
Name under which subcontractor is licer	nsed:
Address of office, mill or shop:	
Specific description of subcontract:	
License No.:	Amount of Subcontract:
DIR Registration Number:	Expiration Date:

# CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

I, ______(insert name of Secretary), do hereby certify that I am the Secretary of ______(insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the ______day of ______, 2024 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, ______,

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

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this _______ day of ______, 2024.

Secretary

Affix Seal

# NON-COLLUSION AFFIDAVIT

#### CITYWIDE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT Job No. 7603, Plan No. P-745

STATE OF CALIFORNIA ) ) SS COUNTY OF _____)

_____,being first duly sworn, deposes and

says that he is _____

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

of ____

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

Date		Bidder		
		Authorized Sigr	nature	
STATE OF CALIFORNIA	) ) SS	Name (Print/Ty	vpe)	
COUNTY OF	)	Title		
On	;	2024	before	me,

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



(Name of Contractor)

CITYWIDE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT Job No. 7603, Plan No. P-745

THIS AGREEMENT, made and entered into this _____day of _____, 2024, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and ______"CONTRACTOR."

### WITNESSETH:

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

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved <u>CITYWIDE TRAFFIC</u> <u>SIGNAL SYNCHRONIZATION PROJECT Job No. 7603, Plan No. P-745</u>, Notice Inviting **Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions,** Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: <u>CITYWIDE TRAFFIC</u> <u>SIGNAL SYNCHRONIZATION PROJECT Job No. 7603</u>, Plan No. P-745 (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated

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

3. CITY agrees to pay, and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of _____

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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 workmanlike manner without interruption, and to complete the construction thereof within <u>FORTY (40)</u> working days from the date the Notice to Proceed is issued.

CITYWIDE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT Job No. 7603, Plan No. P-745

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: One thousand two hundred dollars (\$1,200.00) for each calendar **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. 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.

#### SPC24-09

CITYWIDE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT Job No. 7603, Plan No. P-745

### 10. 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."

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

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

CONTRACTOR	
BY	
Title	
BY	
Title	
CITY OF SAN FERNANDO A Municipal Corporation	
NICK KIMBALL CITY MANAGER	

CITYWIDE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT Job No. 7603, Plan No. P-745

ATTEST:

JULIA FRITZ CITY CLERK

APPROVED AS TO FORM:

RICHARD PADILLA ASSISTANT CITY ATTORNEY OLIVAREZ MADRUGA, P.C.

# PERFORMANCE BOND

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

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

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the ________, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.
(Principal)

ATTEST:	
	(Address)
	(By)
	(Title)
ATTEST:	(Address)
	(By)
	(Title)
(To be filled in by Surety)	
Rate of premium on this bond is \$	per thousand.
Total amount of premium charge is \$	·
Surety signatures on this bond must be acknow	wledged before Notary Publics, and a sufficiently power of

attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

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

# PAYMENT (LABOR AND MATERIAL) BOND

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

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

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

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the ________, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

ATTEST:	(Principal)
	(Address)
	(Ву)
ATTEST:	
	(Address)
	(Ву)
	(Title)
(To be filled in by Surety)	
Rate of premium on this bond is \$	per thousand.
Total amount of premium charge is \$	

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

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

# GENERAL PROVISIONS

### PART I

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

The Standard Specifications is the 2021 edition of the Standard Specifications for Public Works Construction, including supplements, written, and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, and the American Water Works Association (AWWA) Standards.

In case of conflict between documents, the precedence of documents shall follow Subsection 3-7.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions.

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

# <u>SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND</u> <u>SYMBOLS</u>

The provisions below shall supplement, but not replace, those provisions in Section 1 of the Standard Specifications.

Subsection 1-2 Terms and Definitions

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of San Fernando

Applicable Law – All State, federal, and local laws, statutes, ordinances, codes, rules, and regulations governing the Work

Bid Item – An item of Work listed on the Bid Schedule

Board – The City Council of the City of San Fernando

City – The City of San Fernando

City Council – The City Council of the City of San Fernando

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Contract Documents - As defined in Section 1 of the Contract

Contract Time – The number of Working Days stated in the Contract for the completion of the Work

County – County of Los Angeles, California

Detour – A temporary route for traffic (vehicular or pedestrian) around a closed portion of a road or travelway

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them

Estimated Quantities – The quantities of Work anticipated to be performed, as set forth in the Bid Schedule, designated as units or a lump sum

Excavation – Any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, cable or pipe plowing and driving, or any other way (Cal. Gov. Code § 4216)

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor

Notice of Completion – The notice authorized by Civil Code Section 9204

Notice to Proceed or Notice to Proceed with Construction – A written notice issued by the City to the Contractor that authorizes the Contractor to perform the Work

Notice to Procure – A written notice issued by the City to the Contractor that authorizes the Contractor to proceed with preconstruction requirements and the acquisition or purchase of materials that are to be incorporated into the Work and establishes the date of commencement of the Contract Time

# Project – See term "Work" defined below

Punch List – A list of items of Work to be completed or corrected by the Contractor in order to complete the Work as specified in the Contract Documents

Shop Drawings – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed

# State – The State of California

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract

Traffic Engineer – The representative of the Engineer who is assigned traffic-related matters

Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, services provided or **to be provided by the Contractor to fulfill the Contractor's obligations** 

Working Day – See Subsection 6-3.1 of the General Provisions

### Subsection 1-3 Abbreviations

### 1-3.3 Institutions

The institutions listed in Section 1-3.3 of the Standard Specifications shall be supplemented by the list below:

<u>Abbreviation</u>	Word or Words
AAN	American Association of Nurserymen
AGCA	Associated General Contractors of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
	Construction Specifications Institute
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications,
	Latest edition, Department of Transportation
SSP	State of California Standard Plans,
	Latest edition, Department of Transportation

# Subsection 1-7 Award and Execution of the Contract

# 1-7.2 Contract Bonds

Add the following to the provisions of Subsection 1-7.2, "Contract Bonds":

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Labor and Materals Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

Contractor shall provide the following bonds:

1. Contracts over \$25,000 and less than \$100,000:

a. <u>Payment Bond (materials and Labor)</u>. Prior to the commencemnt of work, a Payment Bond shall be required to be filed with the City for a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the

payment of labor and materials as set forth Public Contracts Code § 9950. The Payment Bond shall be in an amount not less than one-hundred percent (100%) of the total amount payable under the public works contract and shall comply with requirements of Public Contracts Code § 9554. The Payment Bond shall be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or such other form approved by the City Attorney and shall remain in effect until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and to Labor Code Section 1771.2..

- b. A Performance Bond is not required.
- c. A Warranty Bond is not required.
- 2. Contracts over \$100,000:

a. <u>Payment Bond</u>. Prior to the commencemnt of work, a Payment Bond shall be required to be filed with the City for a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the payment of labor and materials as set forth Public Contracts Code § 9950. The Payment Bond shall be in an amount not less than one-hundred percent (100%) of the total amount payable under the public works contract and shall comply with requirements of Public Contracts Code § 9554. The payment bond shall be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or such other form approved by the City Attorney and shall remain in effect until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2.

b. <u>Performance Bond</u>. Prior to the commencement of work, a Performance Bond shall be required to be filed with the City for a public works contract involving an expenditure in excess of one-hundred thousand dollars (\$100,000) for the faithful peformance of the public works contract. The Performance Bond shall be in an amount not less than one-hundred percent (100%) of the total amount payable under the contract. The Performance Bond shall be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or such other form approved by the City Attorney and shall remain in effective until the date of recordation of the notice of completition.

*Nothing* herein shall abridge or amend Section 3-13.3 of the Standard Specifications or the related provisions in these Contract Documents.

# SECTION 2 - SCOPE OF THE WORK

#### Subsection 2-1 Work to be Done.

Add the following to the provisions of Subsection 2-1, "Work to be Done":

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

All work which is defective in its construction or deficient in any of the requirements of the Plans and Specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner at his own expense. No compensation will be allowed for any work done beyond the lines and grades shown on the Plans or established by the Engineer. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer and the City may cause the defective work to be remedied or removed and replaced at the expense of the Contractor.

Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before final acceptance of work by the Board shall be corrected immediately with no extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

Subsection 2-2 Permits

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

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

Prior to the start of construction, the City will issue a no-fee Public Works Permit.

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

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

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

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

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

### Subsection 2-5 The Contractor's Equipment and Facilities

Add the following to the provisions of Subsection 2-5, "The Contractor's Equipment and Facilities":

The use of excessively loud equipment and warning signals shall be avoided, except in those cases required for the protection of personnel.

#### Subsection 2-6 Changes Requested by the Contractor

Add the following to the provisions of Subsection 2-6, "Changes Requested by the Contractor":

New or unforeseen work will be classified as Extra Work when the Engineer determines that it is not covered by Contract Unit Prices or Stipulated Unit Prices. If the Contractor alleges that instructions issued after the date of the Contract will result in increases to the Contract Price or Contract Time, if latent or unforeseen conditions require modification of the Contract Documents, or the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, a Change Order Proposal ("COP") may be submitted to the City in writing, using the forms provided herein in Subsection 2-11.2 of the General Provisions, and must specify the reasons for such change, including relevant circumstances and impacts on the construction schedule. The Contractor may request additional compensation and/or time through a COP but not for instances that occurred more than ten calendar days prior to the COP. The Contractor's failure to initiate a COP within such period shall be deemed a waiver of the right to adjustment of the Contract Price or the Contract Time for the alleged change, unless such waiver is prohibited under state law. Any COP that is approved by the City will be incorporated in a Change Order or Construction Change Directive. If the City determines that the Work in question is not a change, the City shall issue a Work Directive, ordering the Contractor to proceed with the Work without delay. If the COP is denied but the Contractor believes that it does have merit, the Contractor may submit a claim to the City.

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

#### Record Drawings:

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

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

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

<u>Subsection 2-7 Changes Initiated by the Agency</u> Add the following to the provisions of Subsection 2-7, "Changes Initiated by the Agency":

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

2-7.1 General.

Add the following paragraphs at the end of Subsection 2-7.1:

The City reserves the right to make changes in the Work, including the elimination of any Bid Item, after execution of the Contract and without invalidating the Contract by:

- A. Change Order approved by the City Council, City Manager, Public Works Director, or City Engineer (dollar value of approval authority for each as per City policy); or
- B. Construction Change Directive approved by the City Council, City Manager, Public Works Director, or City Engineer (dollar value of approval authority for each as per City policy);

A change that causes the total value of all changes to exceed the Contract contingency amount established at the time of award of the Contract must be approved by the City Council. No payments in excess of the original Contract Price will be made until a Change Order is approved in the normal course of business. The City may, at any time, without notice to the Contractor's surety(ies), order changes in the Work within the general scope of the Contract. Such changes in the Work shall not relieve or release the surety(ies) of its(their) obligations under the Performance and Payment Bonds issued for the Project. Changes in the Work made pursuant to this Article 3 shall in no way release any guarantee or warranty provided by the Contractor.

The City may issue a Change Order Proposal Request ("COPR"), in writing, to the Contractor, describing a proposed change to the Work and requesting that the Contractor submit an itemized Change Order Proposal ("COP") to the City, using the forms provided herein in Subsection 2-11.2 of the General Provisions, within ten calendar days after the City's issuance of the COPR. If the Contractor fails to submit a COP within such period of time, it shall be presumed that the change described in the City's COPR will not result in an increase to the Contract Price or Contract Time and the change shall be performed by the Contractor without such increases. A COPR does not authorize the Contractor to commence performance of the changed work. The Contractor shall not perform any change until receipt of the City's written approval. If the City approves the Contractor's COP, City shall issue a Change Order.

Whenever a change is pending, the Contractor shall notify the City if it is necessary to halt other Work in the area of the change that would be affected thereby, until such time as the change is authorized.

Any change to the Contract Price shall be in a sum mutually agreed to by the Contractor and the City. When the cost for Extra Work cannot be agreed upon, the City will pay for Extra Work based on the accumulation of costs as provided for in Subsection 7-4, "Payment For Extra Work," of the Standard Specifications and the General Provisions.

### 2-7.1.1 Change Order

A Change Order is a written instrument prepared by the City and signed by the City and the Contractor, stating their agreement upon all of the following:

- A. The scope of the change in the Work;
- B. The amount of the adjustment, if any, in the Contract Price; and
- C. The extent of the adjustment, if any, in the Contract Time.
- 2-7.1.1.1 Accord and Satisfaction.

The Contractor's agreement on any Change Order shall be a full compromise and settlement of all adjustments to the Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences, and other **extraordinary or consequential damages (hereinafter called "Impacts"), including** any ripple or cumulative effect of the Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in the Change Order. By execution of any Change Order, the Contractor agrees that the Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatsoever nature, character or kind arising out of or incidental to the Change Order. No action, conduct, omission, product failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Change Orders must be in writing, signed by the City and the Contractor, and that such written Change Orders are the exclusive method for effectuating any change to the Contract Sum and/or Contract Time.

# Subsection 2-10 Disputed Work

Add the following to the provisions of Subsection 2-10, "Disputed Work":

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

#### Filing and Response to Defined Claim

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

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

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

#### Meet and Confer Regarding Defined Claim

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

#### Procedures for Civil Actions Filed to Resolve Defined Claims

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

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

<u>Judicial Arbitration</u> If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, <u>et seq</u>., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, <u>et seq</u>., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, <u>et seq</u>., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the **attorney's fees on appeal of the other party.** 

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

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

### Written Claim

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

# Limitation Period

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

# Arbitration

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

parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.

### SECTION 3 - CONTROL OF THE WORK

The provisions below shall supplement but not replace those provisions in Section 3 of the Standard Specifications, unless specifically noted below.

#### Subsection 3-1 Assignment

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

#### Subsection 3-3 Subcontractors

Add the following paragraphs:

Subcontractors shall be listed by the Bidder in accordance with these specifications and must be properly licensed under the laws of the State of California for the type of work which they are to perform. Copies of all Subcontracts shall be made available to the Engineer, upon request.

A Subcontractor whose prosecution of the work is not satisfactory shall be terminated immediately by the Contractor upon the receipt of a written notice by the Engineer. Subcontractors whose work was determined to be unsatisfactory shall not be allowed to perform any work on the job site.

#### Subsection 3-5 Inspection

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

Add the following paragraphs:

An inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the Contractor's management of the Work. Any advice which an inspector may give

the Contractor shall not be binding to the Engineer or to the City, or release the Contractor from fulfilling all the terms of the Contract.

No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to final completion and acceptance thereof shall affect or prejudice the right of the Engineer or the City to reject any defective work or material or to require the complete fulfillment of all the provisions of the Contract.

If the Engineer deems it expedient and not in the best interest of the City to correct work injured or done not in accordance with the Contract, the defective work may be accepted subject to an equitable deduction from the Contract Price which may be made therefor by the City upon certification from the Engineer.

Reexamination of any work may be ordered by the Engineer at any time prior to final acceptance and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the City will pay the cost of reexamination and replacement. If such work be found defective or not in accordance with the Contract, the Contractor shall pay such costs.

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

#### Subsection 3-7 Contract Documents

### 3-7.1 General.

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid Schedule, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid Proposal.

# 3-7.2 Precedence of the Contract Documents.

The following shall replace Section 3-7.2:

With regard to Section 3-7.2 in the Standard Specifications, the General Provisions shall control over the Special Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid Proposal, such that the order of precedence shall be as follows:

- 1. Requirements of law
- 2. Permits issued by regulatory agencies with jurisdiction
- 3. Change Orders and Supplemental Agreements, whichever occurs last
- 4. Contract

- 5. Addenda
- 6. Notice Inviting Bids
- 7. Instructions to Bidders
- 8. Bid Proposal
- 9. General Provisions
- 10. Special Provisions
- 11. Plans
- 12. Standard Plans
- 13. Standard Specifications
- 14. Reference Specifications

# 3-7.2.1 Traffic Signal Work.

Except as otherwise specified in the General Provisions or on the Plans, all Work relating to the traffic signal modification, including all equipment, materials, components, and the installation thereof, shall be in accordance with the City's Technical Provisions for traffic signals, latest edition of the State Standard Plans in effect and published at the Bid Deadline and Section 86 "Electrical Work" and Section 87 "Electrical Systems" of the latest edition of the State Standard Specifications in effect and published at the Bid Deadline, unless otherwise indicated in the Technical Provisions. With respect to traffic signal Work, the order of precedence, from highest to lowest, shall be: City Technical Provisions, Plans, Sections 86 & 87 of the State Standard Specifications, State Standard Plans, and Standard Specifications.

# Subsection 3-8 Submittals

# 3-8.1 General.

The following paragraphs shall be added following the third paragraph:

The Contractor shall, at its own expense, transmit to the Engineer for review and acceptance, working drawings, shop drawings, supporting information, and/or other available instructive and descriptive information from the manufacturer, when and as required by the Plans or General Provisions or requested by the Engineer. Shop drawings will not be required for standard items **in common use for which adequate manufacturers' literature is available unless otherwise** required by the Engineer.

The Contractor shall consecutively number, thoroughly check, approve and sign each submittal and transmit the submittals to the Engineer for review. In the event that certain submittals are **submitted without the Contractor's approval signature or are unacceptable to the City, they shall** be rejected by the Engineer. The Contractor shall thereafter correct the submittals and resubmit.

In the event that in the process of development of the submittals it is discovered that there are defects and/or errors on the Plans that result in conflict between the Plans and the submittals, or if the submittals show variation from the Plans or other Contract Documents, the Contractor shall thoroughly describe and explain any defects and/or conflicts in its transmittal letter to the Engineer.

The Engineer's review of the submittals will be for general design and arrangement only, and shall not relieve the Contractor from responsibility for errors of any sort in the submittals or of the responsibility for executing the work in accordance with the Contract Documents. The

Contractor shall be solely responsible for the correctness of the submittals, for shop fits and field connections, and for the results obtained by use of such submittals. The Contractor shall verify and be fully responsible for all dimensions and job-site conditions affecting the Work and shall be responsible for furnishing and installing the proper materials required by the Contract Documents.

The Contract Time will not be extended due to the failure of the Contractor to provide submittals as required by the Contract Documents in a timely manner.

#### Subsection 3-9 Subsurface Data

Add the following to Section 3-9:

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the **Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist,** and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

#### Subsection 3-10 Surveying

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the **Professional Land Surveyors' Act (Business and Professions Code Section 8700** *et seq*). All Project surveying **notes and "cut-sheets" are to be provided to the City after the** completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by the Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

#### Construction Stakes and Monumentation

Unless otherwise provided in the Special Provisions, lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

Prior to removal of improvements, the Contactor shall verify line and grades shown on the plans. The Contractor is responsible to identify any survey inconsistencies. Any questionable grade, elevation, or location shall be brought to the immediate attention of the Engineer in writing for clarification prior to construction.

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these and for the control of construction staking, shall be under the supervision of a California-licensed Civil Engineer or Land Surveyor, as allowed by law. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the Land Surveyor's office calculations and grade sheets to the Engineer. The Contractor shall be responsible for any error in the finished work and shall notify the Engineer within one (1) working day of any discrepancies or design errors discovered during staking.

Payment for construction surveying, construction staking, professional services, office calculations, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved shall be considered as included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed.

The work required to re-set survey monuments (Spike & Washer or Lead & Tag) and to adjust existing monument frames and covers to grade shall conform to Section 3-10 of the Greenbook, and in compliance with the **Professional Land Surveyors' Act (Business and Professional Code,** Chapter 15, Division 3, Section 8771), and as directed by the Engineer.

All work shall be performed by, or under direct supervision of, and all documents shall be signed and sealed by either a Civil Engineer or a Land Surveyor registered with the State of California.

Prior to start of construction, the Contractor shall inventory all existing survey monuments and ties; a copy of this inventory shall be submitted to the Engineer. Submitted documents shall include field notes and sketches which must contain existing information of centerline, control points, survey monuments and swing ties to be replaced such as existing L.S. No. or R.C.E. No., Per Parcel Map, or Tract Map, and other related information.

The Contractor shall obtain prior approval from the Engineer before setting new survey monuments and ties.

New survey monuments shall be set on new pavement surface with a 2.5" (minimum) P.K. nail, spike, or equal and brass washer with an R.C.E. or a L.S. tag. Four (4) new control lead and tack swing ties shall be set on top of curb for each new survey monument.

If existing notches of a monument are on the manhole ring, said notches must be ground out after a new PCC collar is constructed around the manhole. The Contractor shall provide four points (monuments) of four-foot tangent over ties. Requirements shall be per the preceding paragraph.

If the Contractor fails to set new survey monuments and ties, the City will perform said work and deduct all its related costs from the contract. The deduction shall include the cost of all the City personnel time involved.

The Contractor must submit a record of survey and a corner record for each new survey monument and ties to the office of the Los Angeles County Surveyor for approval and then submit all approved monument documents to the City before final payment can be processed.

The City reserves the right to delete this item of work at no additional cost.

#### Subsection 3-11 Contract Information Signs

Section 3-11 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

#### Subsection 3-12 Worksite Maintenance

Add the following to the end of 3-12.1 General:

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from **the City.** In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to ensure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

Pursuant to the provisions of Section 3-12 and Section 5-7 and 600 of the Standard Specifications and these General Provisions, the Contractor is responsible for Project site maintenance and for public convenience and safety. Payment for compliance with these provisions is considered as included in the prices bid for other contract items.

The City, however, to maintain good public relations, may deem it necessary to require special Project site maintenance and public convenience and safety actions and work to be performed by the Contractor that are over and above those required by the provisions of Section 3-12 and Section 5-7 and 600 of the Standard Specifications and these General Provisions.

These actions and work shall be as directed by the Engineer in writing and payment for compliance therewith shall be on a cost plus basis for extra work per Section 7-4 of the Standard Specifications and applied against the not-to-**exceed bid item for "Special Project Site Maintenance and Public Convenience and Safety."** 

The first sentence of Section 3-12.4.2 shall not be incorporated, and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

#### Subsection 3-13 Completion, Acceptance and Warranty

Add the following to Section 3-13:

The Contractor shall complete all Work under the Contract within the stipulated Working Days from the Notice to Proceed, as stated in the Contract. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the Notice to Proceed. Between the period of the Notice of Award and Notice to Proceed, the Contractor shall process Shop Drawings and begin procuring equipment and materials.

#### 3-13.2 Acceptance.

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all Work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all Applicable Laws including, but not limited to, correction or completion of all punch list items, the Work site is cleaned up in accordance with Section 3-12 of the Standard Specifications, the General Provisions, and the Special Provisions, and all of the following items have been received by the Engineer:

- 1. A form of Notice of Completion, with all information required by the California Civil Code;
- 2. All written guarantees, warranties, and special warranties if applicable;

#### 3. All "as-builts" and record drawings;

- 4. Duly completed and executed forms of Unconditional Waiver and Release Upon Final Payment and Declaration to Procure Final Payment from the Contractor, Subcontractors of any tier, suppliers, and other person eligible to file stop notices in connection with the Work, covering the <u>final</u> payment period; and
- 5. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven Working Days notice for final inspection. Such notice shall be submitted to the Engineer in writing.

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

#### 3-13.3 Warranty.

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the **date of the Engineer's acceptance of the final item(s) on that punchlist.** 

The Contractor shall repair or replace defective materials and workmanship as required in Section 3-13.3 of the Standard Specification at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment **shall not terminate the Contractor's obligations under the warranty herein. Th**e Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

#### SECTION 4 - CONTROL OF MATERIALS

#### Subsection 4-1 General

Add the following to the provisions of Subsection 4-1, "General":

The provisions below shall supplement but not replace those provisions in Section 4-1 of the Standard Specifications, except that Subsection 4-4 shall be replaced in its entirety.

The first paragraph of Section 4-1 is replaced with the following:

Wherever applicable, materials shall conform to the latest Standards of the American Society for Testing Materials. All workmanship in the fabrication, assembly and construction of materials and equipment shall be neat and workmanlike in every respect. All equipment offered shall be of the **manufacturer's latest design.** 

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-1.1 Property Rights in Materials.

Nothing in the Contract shall be construed as vesting in the Contractor any right, title, or interest in material used in the Work after it has been attached or affixed to the Work or the soil. All such material shall become the property of the City upon being so attached or affixed.

#### 4-1.3 Inspection Requirements

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

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

Subsection 4-2 Protection

Add the following at the end of Subsection 4-2:

Materials shall not be stored in the right-of-way unless written permission is given by the Engineer.

#### Subsection 4-3 Inspection

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

Add the following paragraphs:

#### 4-3.1 General

An inspector shall in no case act as foreman or perform other duties for the Contractor, nor **interfere with the Contractor's management of the Work.** Any advice which an inspector may give the Contractor shall not be binding to the Engineer or to the City, or release the Contractor from fulfilling all the terms of the Contract.

No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to final completion and acceptance thereof shall affect or prejudice the right of the Engineer or the City to reject any defective work or material or to require the complete fulfillment of all the provisions of the Contract.

If the Engineer deems it expedient and not in the best interest of the City to correct work injured or done not in accordance with the Contract, the defective work may be accepted subject to an equitable deduction from the Contract Price which may be made therefor by the City upon certification from the Engineer.

Reexamination of any work may be ordered by the Engineer at any time prior to final acceptance and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the City will pay the cost of reexamination and replacement. If such work be found defective or not in accordance with the Contract, the Contractor shall pay such costs.

#### Subsection 4-4 Testing

Delete Subsection 4-4 in its entirety and substitute the following:

Unless otherwise called for in these General Provisions, all testing of materials will be performed by the Contractor in such number and at such locations as deemed necessary by the Engineer to ensure compliance with the Contract Documents. The cost of all testing will be borne by the Contractor; the cost of all re-testing will be borne by the Contractor. The cost of rework material testing, overtime, travel and other related costs incurred by the City will be deducted from the Contract Price via Change Order.

#### Subsection 4-6 Trade Names

Add the following to Section 4-6:

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer to determine equivalence, no later than ten calendar days after the award of the Contract, unless a different deadline is listed in the Special Provisions

#### SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

#### Subsection 5-3 Labor

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

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

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

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

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

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

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

#### Subsection 5-3.2 Prevailing Wages

Add the following to the provisions of Subsection 5-3.2, "Prevailing Wages":

**Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City** of San Fernando, \$50.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees

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of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than <u>one-and-one-half times</u> the basic rate of pay as provided in said Section 1815.

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

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

#### Subsection 5-4 Insurance

Add the following to the provisions of Subsection 5-4, "Insurance":

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

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

#### <u>SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK</u>

Subsection 6-1 Construction Schedule and Commencement of the Work

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

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 4 p.m.

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

#### Subsection 6-3 Time of Completion

Add the following to the provisions of Subsection 6-3, "Time of Completion":

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

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Cesar Chavez's Birthday
- Memorial Day
- ▶ Juneteenth

- Independence Day
- ▶ Labor Day
- ▶ Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

<u>Subsection 6-4 Delays and Extensions of Time</u> Add the following to the provisions of Subsection 6-4, "Delays and Extensions of Time":

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

#### Subsection 6-9 Liquidated Damages

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

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of One Thousand Two Hundred Dollars (\$1,200.00) per day for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contract, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the

contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimates shall not be included in such charges.

#### SECTION 7 - MEASUREMENT AND PAYMENT

#### Subsection 7-3 Payment

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

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

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

#### Subsection 7-3.2 Partial and Final Payment Add the following to the provisions of Subsection 7-3.2, "Partial and Final Payment":

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

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

#### SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

#### TECHNICAL PROVISIONS

#### PART 2

#### CONSTRUCTION MATERIALS

#### SECTION 200 - ROCK MATERIALS

#### 200-2 UNTREATED BASE MATERIALS

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

#### SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

#### 201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General. Add the following:

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

#### TECHNICAL PROVISIONS

#### PART 3

#### CONSTRUCTION METHODS

#### SECTION 300 - EARTHWORK

#### 300-2 UNCLASSIFIED EXCAVATION

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

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

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

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

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

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

Selected materials encountered in the excavations within the project limits that meet the specifications for base material, trench bedding or backfill, topsoil, or other specified materials shall be used as shown on the Plans, in the Specifications, or as directed by the Engineer.

300-2.9 Payment.

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

Payment for unclassified excavation performed as part of the work shall be paid for as part of the work for that item, and no additional compensation will be allowed.

#### SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

303-5.1 Requirements.

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

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

303-5.9 Measurement and Payment. Add:

Payment for detectable warning surface for newly constructed curb ramp or modification of existing curb ramp approach shall be included in the unit price bid for the removal and construction of new curb ramp.

#### TECHNICAL PROVISIONS

#### PART 4

#### EXISTING IMPROVEMENTS

#### SECTION 400 - PROTECTION AND RESTORATION

The following General Provision is in addition to Section 400 Special Provisions.

Add to end of first paragraph of Subsection 400-1 the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid Proposal.

The first sentence of the second paragraph of Section 400-1 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the Plans and Specifications.

#### SECTION 401 - REMOVAL

#### 401-3 Concrete and Masonry Improvements.

### 401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections.

Add the following:

Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of  $1\frac{1}{2}$ -inches. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of  $1\frac{1}{2}$ -inches on a neat line at right angles to the curb face.

All new concrete shall be placed within 3-working days after removal of existing concrete. Excavations shall not be left open over weekends or holidays.

#### SECTION 402 - UTILITIES

Subsection 402-1 Location

Add the following to the provisions of Subsection 402-1, "Location":

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

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

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

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

1.	Verizon Company	818-365-3128
2.	Edison Company	800-611-1911
3.	Southern California Gas Company	818-701-3342
4.	San Fernando Water Department	818-898-1293
5.	L.A. City Municipal Services	800-342-5397
6.	L.A. Metropolitan Water Dist.	626-844-5610
7.	Time Warner Cable	818-700-6100
8.	Pacific Pipeline Co.	800-987-4737
9.	Verizon / GTE	818-365-3128

#### TECHNICAL PROVISIONS

#### PART 6

#### TEMPORARY TRAFFIC CONTROL

#### SECTION 600 - ACCESS

#### <u>SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND</u> <u>MAINTENANCE WORK ZONES</u>

#### Subsection 601-1 General

Add the following to Subsection 601-1 "General":

Traffic control, traffic control plans, construction signing and traffic maintenance shall comply with the provisions of Subsection 5-7 of the Standard Specifications, and latest California Manual on Uniform Traffic Control Devices (CA-MUTCD), the City of San Fernando and these Special Provisions.

The Contractor shall comply with all regulations and requirements of the City of San Fernando Public Works Department and shall obtain written approval from the City Engineer for variances from the traffic provision of this section. In general, the following traffic and access control measures shall be required unless otherwise specified by the Engineer or on the Plans.

At no time shall traffic control devices including signs, barricades, arrow boards or message boards encroach or pass through SCRRA right-of-way. All work areas, lane closures, shoulder closure and traffic control devices shall be set up to avoid any possible encroachment. Otherwise, contractor shall notify the City Engineer 1 week in advance of work to request a street closure.

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

a.	Public Works Department	818-898-1222
b.	Police Department	818-898-1267
C.	Fire Department	818-989-8561
d.	Mauran Ambulance	818-365-3182

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by AGENCY forces shall be back charged to the Contractor based on the actual costs, plus AGENCY overhead and withheld from the final payment.

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

#### SPC24-09

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

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

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

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

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

#### Subsection 601-2 Temporary Traffic Control Plan (TCP)

Add the following to Subsection 601-2 "Temporary Traffic Control Plan (TCP)":

Temporary traffic control plans (TCP) will be required anytime a lane or shoulder closures are required to perform the work on the plans. The TCP shall be site specific and at a minimum scale of 1'' = 50' and if applicable, show the SCRRA right-of-way lines and railroad tracks.

If lane or shoulder closures encroach into SCRRA right-of-way, the contractor will be required to **submit TCP's to SCRRA for r**eview and approvals, including any and all requirements by SCRRA as part of their right of entry.

Lane transitions, buffers, and sign spacing shall conform to the California MUTCD latest edition.

The TCP shall address all pedestrian access around the work area. One 4-foot wide ADA accessible pedestrian walkway shall be maintained in the parkway area on at least one side of each street.

No more than 2 corners and 2 crosswalks can be closed at the same time unless the contractor can maintain proper ADA pedestrian path and crossings around the intersection.

If the contractor requests the need for a street closure, the contractor shall supply a detour plan showing the closure area and the necessary detour signs to reroute vehicular around the work area to the City Engineer for plan approval. Night working hours and closures will be between the hours of 8:00pm and 5:00am.

No detouring will be allowed thru residential neighborhoods unless approved by the City Engineer.

#### Subsection 601-3 Temporary Traffic Control (TTC) Zone Devices

Add the following to Subsection 601-3 "Temporary Traffic Control (TTC) Zone Devices":

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

#### Subsection 601-4 Temporary Traffic Striping and Pavement Markings

Add the following to Subsection 601-4 "Temporary Traffic Striping and Pavement Markings":

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

#### Subsection 601-5 Traffic Lane Widths and Clearances

Add the following to Subsection 601-5 "Traffic Lane Widths and Clearances":

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

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

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

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

Payment for Temporary Traffic Control and all provisions in this section for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved shall be considered as included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed.

#### SPC24-09

#### TECHNICAL PROVISIONS

#### PART 7

#### STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

#### Section 700 - MATERIALS

Section 700 is hereby removed and replaced with the following:

All equipment, materials, and components for traffic signal modification shall conform to the 2018 Caltrans <u>Standard Plans</u> and <u>Revised Standard Specifications</u>, Section 86, "Electrical Work" and **Section 87 "Electrical Systems" unless otherwise noted in thes**e Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

The following Sections numbers refers to the 2018 Caltrans Standard Plans:

#### SECTION 86 - GENERAL

86-1.01 General.

86-1.01C Submittals. The schedule of values (cost breakdown) shall be submitted to the Engineer in conjunction with equipment list and drawings.

Equipment List and Drawings shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval.

Materials lists, manufacturer's data, brochures, technical data, etc., shall be labeled and identified, and shall be submitted in bound booklet form.

The Contractor shall retain one copy of all approved material lists and samples at the job site, readily accessible for inspection by the Engineer. Said materials lists and samples shall be the basis for approval or rejection of work.

The Contractor shall guarantee the entire work constructed under this contract and will fully meet all requirements as to quality of workmanship and materials **furnished by him. The Contractor shall make, at the Contractor's expense, an**y repairs or replacements made necessary by defects in workmanship or materials that becomes evident within 1 year after acceptance of work by the Agency and to restore to full compliance with the requirements of these Specifications, any part of the work which during the 1-year period is found to be deficient with respect to any provision of the Plans and Specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor, and his surety shall be liable to the City for the cost.

Whenever any work or equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

86-1.01D Quality Assurance.

86-1.01D(3) Department Acceptance. Materials and equipment furnished by the Contractor shall be tested at an independent testing facility designated by the City. Cost for testing and delivery to and from the test site shall be considered as included in the lump-sum price bid for each traffic signal modification, and no additional compensation will be allowed.

86-1.02 Materials.

86-1.02B Conduit. Conduit shall be Schedule 80 PVC with PVC fittings for traffic signal work.

86-1.02C Pull Boxes. Pull boxes shall be pre-cast reinforced concrete. Grout-in bottom of pull boxes will not be required.

Electrical pull boxes, unless noted otherwise on the Plans, shall be No. 5 or larger and shall have metal traffic rated lids. Lids shall be marked "Traffic Signal" or "Street Lighting" as applicable.

86-1.02F Conductors and Cables.

86-1.02F(2) Conductors.

86-1.02F(2)(c) Copper Conductors.

86-1.02F(2)(c)(i) General. Circuit conductors shall be THW PVC type.

86-1.02Q Cabinets.

86-1.02Q(3) Controller Cabinets. Type 2070 controller assembly in Type 332 cabinet as shown on the Plans with Cabinet shall be equipped with McCain GPS universal time base unit and antenna, and include but not limited to all necessary equipment, and appurtenances as required to provide for the intended operation.

SECTION 87 - ELECTRICAL SYSTEMS

#### 87-1 GENERAL

87-1.03 Construction.

87-1.03A General.

No work shall commence, and no material or equipment shall be stored at the jobsite until such time that the Contractor notifies the Engineer in writing of the date that all electrical materials and equipment are to be received. Upon receipt of said notification by the Engineer, the Contractor may commence work within 5-working days prior to said delivery date.

New traffic signal system shall be in operation before the removal of existing traffic signal.

Traffic signal shutdowns shall be limited to the hours between 9 a.m. and 3 p.m. and shall not be permitted on Friday, Saturday, or Sundays.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

The job site shall be maintained in a neat and orderly condition at all times and areas of sidewalk removal to be left open for less than 5 days shall be covered with plywood sheeting and barricades. Areas to be left open more than 5 days shall be patched with temporary AC pavement, smoothed to provide a level finished walking surface.

87-1.03C Installation of Pull Boxes. No pull box shall be in or within 1-foot of any curb ramp. Pull boxes shall be installed in back of sidewalk where feasible.

87-1.03E Excavation and Backfilling for Electrical Systems. Excavation for foundations shall be hand dug until clear of obstructions.

87-1.03H Conductor and Cables Splices.

87-1.03H(2) Splice Insulation Methods. Splices shall be Type C insulated by Method B, as shown on State Standard Plan ES-13A, except detector conductor (video, loop, et cetera) splices shall be Type S or T insulated by Method B, as shown on Standard Plan ES-13A, and shall also be soldered.

#### BID ITEM DESCRIPTIONS

#### GENERAL

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

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

#### BID ITEMS

<u>Bid Items 1-13</u> - Traffic Signal Modification Complete per Plan (per Location): Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing existing controller cabinet assembly, installing new controller, cabinet, wiring, pull boxes, conduit and appurtenances required for modifying the traffic signal, including traffic control, temporary traffic signal equipment, maintaining existing electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

<u>Bid I tem 14</u> – Remove existing WWV antenna and/or existing GPS unit complete and Install GPS Time Base Unit: Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing existing WWV antennas and/or existing GPS units complete, installing the GPS universal time base unit and antenna complete and appurtenances inside each existing and proposed traffic signal controller cabinets, and no additional compensation will be allowed therefor.

<u>Bid I tem 15</u> – Mobilization (Not to Exceed 5% of Total Bid Amount): Payment for this item shall be paid for by Lump Sum and shall include full compensation for all labor, materials, tools, equipment and incidentals. Mobilization shall consist of preparatory work and operations, including, but not limited to: insurance, bonds, required permits and fees, shop drawings, submittals, the movement of personnel, equipment, supplies, and incidentals to the project site (mobilization), as-built plans, coordination with other contractors, meetings, moving off the project, and clean up. Mobilization shall additionally include the establishment of any temporary facilities.

# **APPENDIX 1**

# CONSTRUCTION RECYCLING FORM

#### **APPENDIX 1**

#### CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

Project Information
---------------------

Check one: □ Roadway	□ Flood Control	□ Water/Sewer
Traffic Signal/Street Lighting	□ Bridge/Structure	□ Other
Project Name:		
Project ID No.:		
Project Address/Location:		
Thomas Guide Page/Grid No(s).:		
Resident Engineer/Inspector:		Office Engineer:
Contractor Information		
Company Name:		
Company Address:		
Report Prepared by		Phone Number:
Project Duration: From:		To:
<b>Construction Demolition and Debris Recvol</b>	lina Reauirements Cos	st: \$

	Estimated Reuse/Recycling Quantity	Disposal			
Type(s) of Debris Generated	Generated (tons, c.y. or units)	Estimated Quantity (tons, c.y. or units)	Name of Reuse/Recycling Facility/Site	Estimated Quantity (tons, c.y. or units)	Name of Disposal Facility
Asphalt					
Brick					
Concrete					
Green Waste					
Metal (ferrous)					
Metal (non-ferrous)					
Mixed Debris					
Rock					
Soil					
Wood Waste					
Other:					
Other:					
Total					

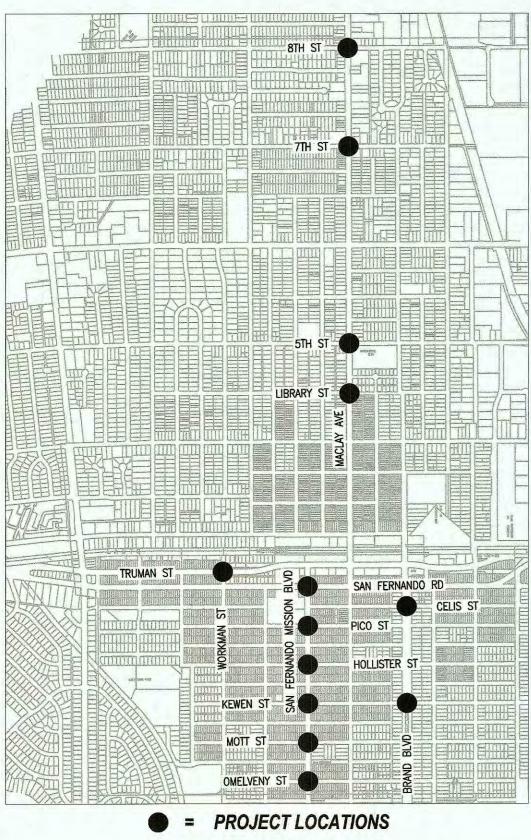
Notes:

Other debris types may include, but are not limited to, Ash, Cardboard, Carpeting, Glass, Gravel, Land Clearing Debris, Non-friable Asbestos, Paper, Plastic, Porcelain, Roofing Material, Sand, and Tires. Attach additional sheets if necessary. If the debris is taken to a transfer station solely for the purpose of reuse/recycling, then list the transfer station as the reuse/recycling facility/site.

If the debris is taken to a transfer station solely for the purpose of reuse/recycling, then list the transfer station as the reuse/recycling facility/site. If the debris is taken to a transfer station solely for the purpose of transfer to a disposal facility, then list the transfer station as the disposal facility.

Please email this completed form to:

To: City of San Fernando From: _____



LOCATION MAP

SHEET INDEX

SHEET NO.

# DESCRIPTION

SHEET	NO. 1	TITLE SHEET
SHEET	NO. 2	TRAFFIC SIGNAL MODIFICATION PLAN TRUMAN STREET AT WORKMAN STREET SAN FERNANDO MISSION BOULEVARD AT SAN FERNANDO ROAD SAN FERNANDO MISSION BOULEVARD AT PICO STREET
SHEET	NO. 3	TRAFFIC SIGNAL MODIFICATION PLAN SAN FERNANDO MISSION BOULEVARD AT HOLLISTER STREET SAN FERNANDO MISSION BOULEVARD AT KEWEN STREET SAN FERNANDO MISSION BOULEVARD AT MOTT STREET SAN FERNANDO MISSION BOULEVARD AT O'MELVENY STREET
SHEET	NO. 4	TRAFFIC SIGNAL MODIFICATION PLAN MACLAY AVENUE AT LIBRARY STREET MACLAY AVENUE AT 5TH STREET MACLAY AVENUE AT 7TH STREET MACLAY AVENUE AT 8TH STREET
SHEET	NO. 5	TRAFFIC SIGNAL MODIFICATION PLAN BRAND BOULEVARD AT CELIS STREET BRAND BOULEVARD AT KEWEN STREET

# **GENERAL NOTES:**

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

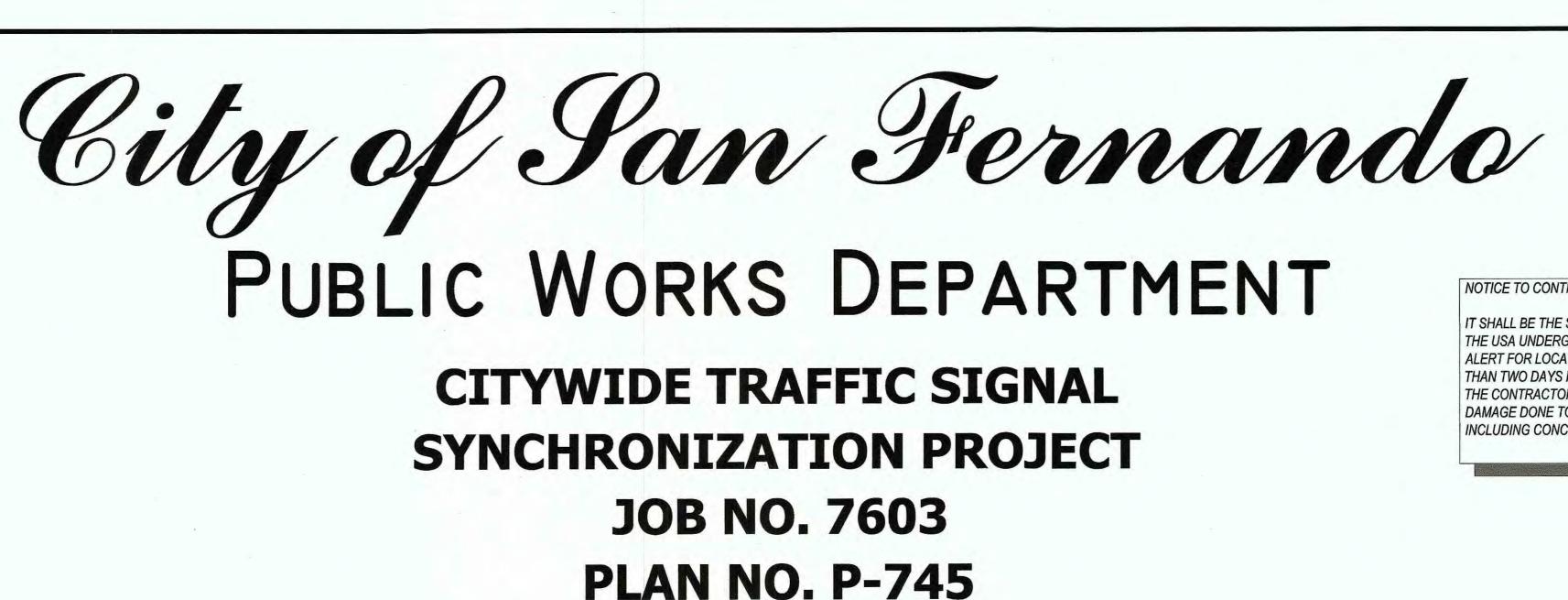
LANDFILLS BRADLEY LANDFILL & RECYCLING CENTER/ WASTE MANAGEMENT, INC. 9081 TUJUNGA AVE. SUN VALLEY, CA 91352 (818) 767-6180 (818) 767-5867

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

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



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IS		PLANS PREPARED BY: WILLDAN Engineering	AND PROFESSIONAL	APPROVED: CITY OF SAN FERNANDO	SAN CO
ESCRIPTION	APP'V'D	13191 CROSSROADS PARKWAY NORTH SUITE 405, INDUSTRY, CA 91746 (562) 908–6200 UNDER THE SUPERVISION OF:	KY KY No. 83887 EXP. 09-30-25 ★ CIVIL DF CALIFUR CIVIL	WENDELL E. JOHNSON, DIRECTOR OF PUBLIC WORKS DATE R.C.E. NO.: 66340	
		JEFFREY C. LAU RCE 83887 DRAWN BY: BB DESIGNED	5/29/24 DATE DBY: BB CHECKED BY: JL		Pl

### NOTICE TO CONTRACTOR

T SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CALL

THE USA UNDERGROUND 811 ALERT FOR LOCATIONS OF EXISTING UNDERGROUND U

# PUBLIC UTILITIES CONTACTS

WATER: CITY OF SAN FERNANDO 120 MACNEIL STREET SAN FERNANDO, CA 91340 VICTOR MEZA 818 898 1293 WASTEWATER: CITY OF SAN FERNANDO 120 MACNEIL STREET SAN FERNANDO, CA 91340 RODRIGO MORA 818 898 1293

ELECTRICITY: SOUTHERN CALIFORNIA EDISON COMPANY EMERGENCY CALLS 800 611 1911

SOUTHERN CALIFORNIA GAS COMPANY EMERGENCY CALLS 818 701 3342

TELEPHONE: VERIZON/GTE EMERGENCY CALLS 818 365 3128

#### CABLE: TIME WARNER EMERGENCY CALLS

818 700 6100 POLICE: CITY OF SAN FERNANDO POLICE DEPT.

NON-EMERGENCY NUMBER 818 898 1267, EXT. 0

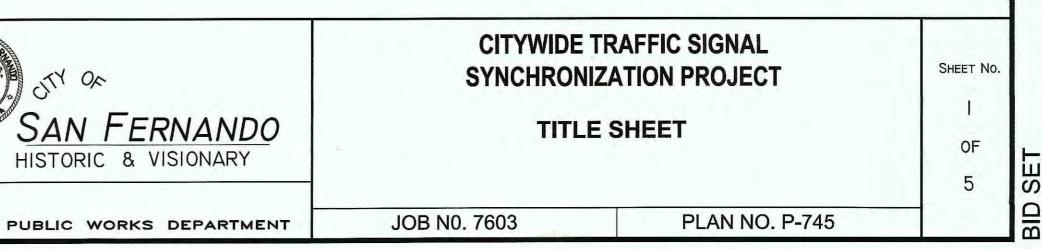
FIRE: CITY OF LOS ANGELES FIRE DEPT. STATION 91 14430 POLK STREET LOS ANGELES, CA 91342 NON-EMERGENCY NUMBER 818 756 8691

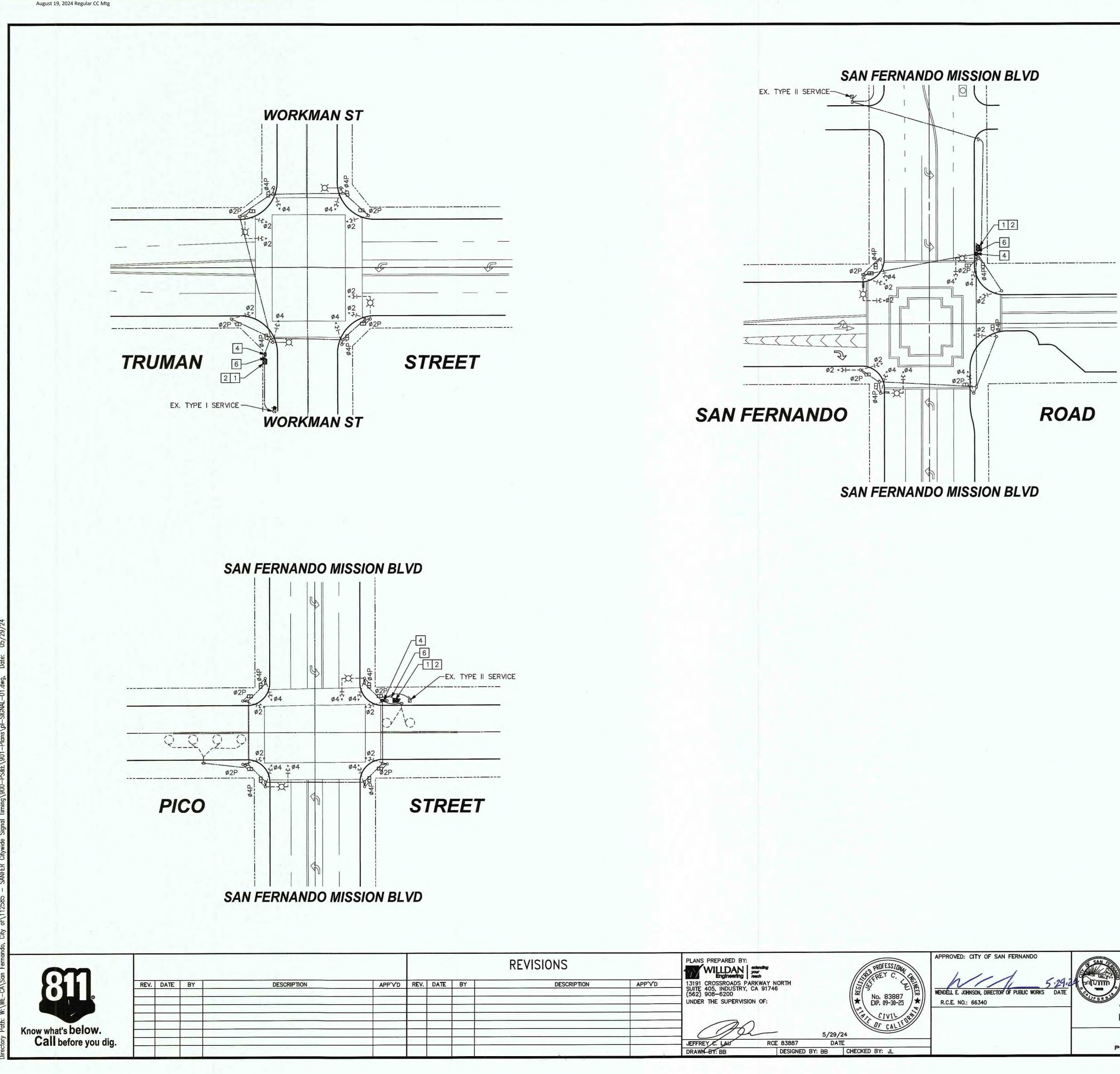
# UTILITY LEGEND

	OVERHEAD ELECTRICAL
— E —	ELECTRICAL
G	GAS
	SEWER
SD	STORM DRAIN
CA TV	CABLE TELEVISION
— T —	TELEPHONE
— W —	WATER
	HIGH PRESSURE GAS

# ABBREVIATIONS

	and the second
AB	AGGREGATE BASE
AC AV	ASPHALT CONCRETE AIR VAC
BC BCR	BEGIN CURVE BEGIN CURB RETURN
BEG.	BEGIN
BO BVC	BLOWOFF BEGIN VERTICAL CURVE
BW	BACK OF WALK
BX C&G	BOTTOM OF X CURB AND GUTTER
CAB	CRUSHED AGGREGATE BASE
CB ¢/CL	CATCH BASIN CENTERLINE
CF	CURB FACE
CLF	COLD IN-PLACE RECYCLE CHAIN LINK FENCE
CLR CONC	CLEAR CONCRETE
CONST.	CONSTRUCTION
CPC	California plumbing code Ductile iron
DWY	DRIVEWAY
DWG E	DRAWNG EAST
EC ECR	END CURVE END CURB RETURN
EG	EDGE OF GUTTER
ELEV EOP/EP	ELEVATION EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
k./Exist. FDR	EXISTING FULL DEPTH RECLAMATION
FG FH	FINISHED GRADE FIRE HYDRANT
FL	FLOWLINE
FS Gl	FINISHED SURFACE GALVANIZED IRON
GL	GUTTER LIP
GB HMA	GRADE BREAK HOT MIX ASPHALT
HTF	HIGH TENSILE FIBER
INT. INV	INTERSECTION INVERT
IWVWD L	INDIAN WELLS VALLEY WATER DISTRICT
LF	LINEAR FEET
LIP	LIP OF GUTTER LEFT
MAX	MAXIMUM
MH MIN	MANHOLE MINIMUM
N N.I.C.	NORTH NOT IN CONTRACT
N'LY	NOT IN CONTRACT NORTHERLY
NO NTS	NUMBER NOT TO SCALE
0.C.	ON CENTER
OG OH	original ground Overhead
PI	POINT OF INTERSECTION
PCC PG&E	PORTLAND CEMENT CONCRETE PACIFIC GAS AND ELECTRIC
PMB P.O.C.	PROCESSED MISCELLANEOUS BASE POINT OF CONNECTION
PP	POWER POLE
PRC PROP.	POINT OF REVERSE CURVE PROPOSED
PRVC PT.	POINT OF REVERSE VERTICAL CURVE POINT
PVC	POLYVINYL CHLORIDE
PVMT. R	PAVEMENT RATE, RADIUS
R.C. RCP	RELATIVE COMPACTION REINFORCED CONCRETE PIPE
REQ'D	REQUIRED
RSP RT	Rock slope protection Right
R/W S	RIGHT-OF-WAY SLOPE
S'LY	SOUTHERLY
SCE	Southern California Edison Schedule
SDMH	STORM DRAIN MANHOLE
SDWK ST	SIDEWALK STREET
STA STD	STATION STANDARD
ST.GR.	STRAIGHT GRADE
TC TELE	TOP OF CURB TELEPHONE
TG	TOP OF GRATE
TOP TR	TOP OF PLATFORM TOP OF RAIL
TW TX	TOP OF WALL TOP OF X
TYP	TYPICAL
V VAR	DEPTH VARIES
VCP	VITRIFIED CLAY PIPE
WM	WIDTH, WEST WATER METER





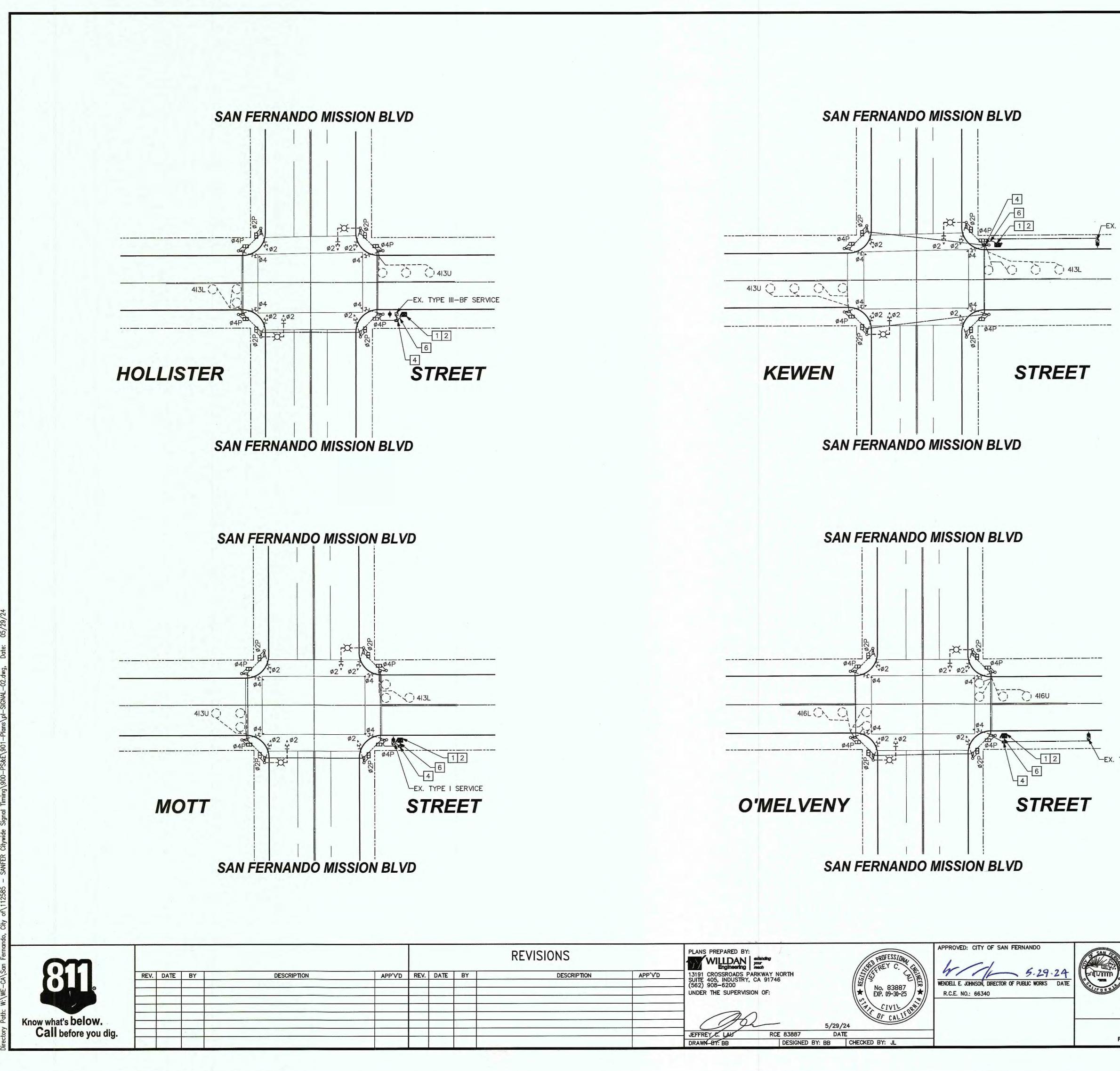
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- 2. NEW MATERIALS AND EQUIPMENT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- 3. NEW CONDUIT SHALL BE 3" SCHEDULE 80 PVC AND PULL BOXES SHALL BE #6, UNLESS SHOWN OTHERWISE. PULL BOX LIDS SHALL BE CONCRETE AND LABELED "TRAFFIC".
- 4. ALL EXISTING CONDUITS AND PULL BOXES NOT SHOWN FOR REUSE SHALL BE ABANDONED.
- 5. NEW WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
- 6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND FACILITIES, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF ANY UNDERGROUND FACILITIES DAMAGED DURING CONSTRUCTION.
- 7. ANY MODIFICATION OF OR CHANGES TO APPROVED PLANS MUST BE APPROVED BY THE CITY ENGINEER.
- 8. CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY EQUIPMENT NECESSARY TO MAINTAIN CURRENT SIGNAL OPERATION, INCLUDING BUT NOT LIMITED TO CONTROLLER ASSEMBLIES, WIRING AND MISCELLANEOUS SIGNAL EQUIPMENT.

### **CONSTRUCTION NOTES**

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STY OF		TRAFFIC SIGNAL IZATION PROJECT	SHEET NO.
SAN FERNANDO	TRAFFIC SIGNAL MODIFICATION PLAN AT VARIOUS LOCATIONS		2 0F 5
UBLIC WORKS DEPARTMENT	JOB N0. 7603	PLAN NO. P-745	



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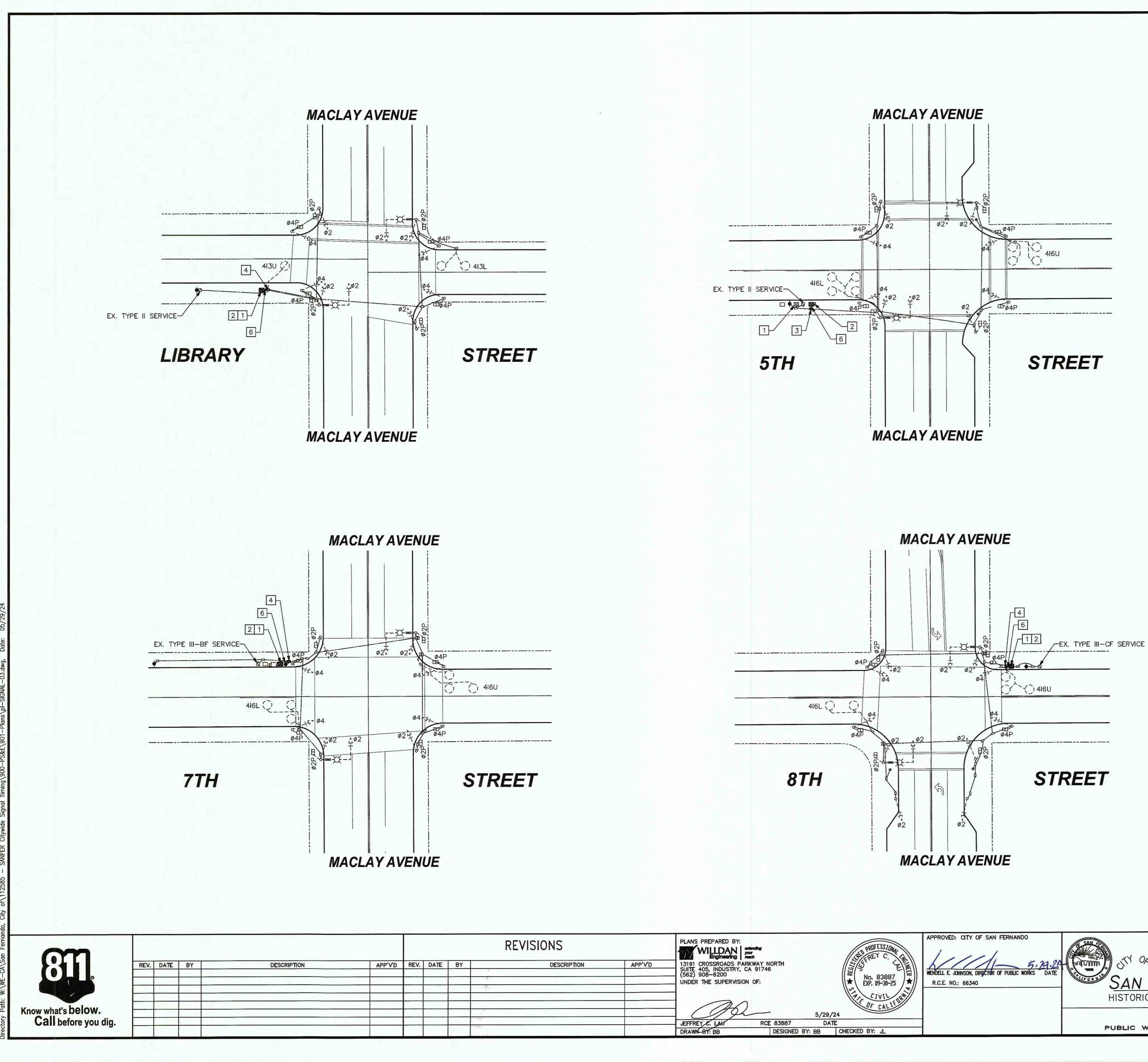
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-EX. TYPE I SERVICE

ATY OR		TRAFFIC SIGNAL	Sheet No.
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JBLIC WORKS DEPARTMENT	JOB N0. 7603	PLAN NO. P-745	

HORIZ 1"=30

### EX. TYPE I SERVICE



### **GENERAL NOTES**

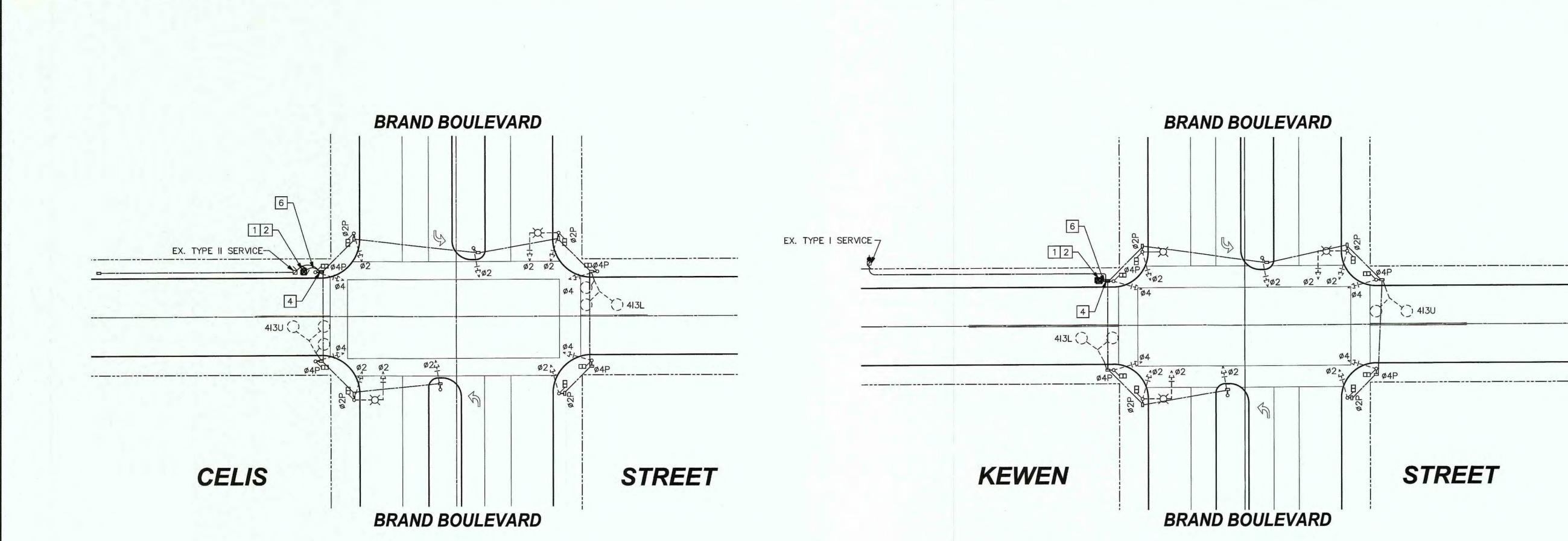
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PUBLIC WORKS DEPARTMENT	JOB N0. 7603	PLAN NO. P-745	



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	Carlos C Well House C			REVISIONS		PLANS PREPARED BY: WILLDAN Engineering watending your reach	APPROVED: CITY OF SAN FERNANDO	SAN ON		TRAFFIC SIGNAL
REV.	DATE BY	DESCRIPTION	APP'V'D REV. DATE BY	DESCRIPTION	APP'V'D	Engineering reach 13191 CROSSROADS PARKWAY NORTH SUITE 405, INDUSTRY, CA 91746 (562) 908-6200 UNDER THE SUPERVISION OF: ► CIVIL	WENDELL E. JOHNSON, DIRECTOR OF PUBLIC WORKS DATE R.C.E. NO.: 66340	SAN FERNANDO HISTORIC & VISIONARY	TRAFFIC SIGNAL	L MODIFICATION PLAN
						JEFFREY C. LAW RCE 83887 DATE DRAWN-BY: BB DESIGNED BY: BB CHECKED BY: JL		PUBLIC WORKS DEPARTMENT	JOB N0. 7603	PLAN NO. P-74

SAN FERNANDO MISSION BOULEVARD	&	O'MELVENY AVENUE
SAN FERNANDO MISSION BOULEVARD	&	MOTT STREET
SAN FERNANDO MISSION BOULEVARD	&	KEWEN STREET
SAN FERNANDO MISSION BOULEVARD	&	HOLLISTER STREET
SAN FERNANDO MISSION BOULEVARD	&	PICO STREET
SAN FERNANDO MISSION BOULEVARD	&	CELIS STREET
SAN FERNANDO MISSION BOULEVARD	&	SAN FERNANDO ROAD
SAN FERNANDO MISSION BOULEVARD	&	TRUMAN STREET
MACLAY AVENUE	&	FIRST STREET
MACLAY AVENUE	&	TRUMAN STREET
BRAND BOULEVARD	&	KEWEN STREET
BRAND BOULEVARD	&	HOLLISTER STREET
BRAND BOULEVARD	&	MOTT STREET
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BRAND BOULEVARD	&	CELIS STREET
BRAND BOULEVARD	&	SAN FERNANDO ROAD
BRAND BOULEVARD	&	TRUMAN STREET
TRUMAN STREET	&	WOLFSKILL STREET
TRUMAN STREET	&	WORKMAN STREET
HUBBARD STREET	&	SAN FERNANDO ROAD / TRUMAN STREE
HUBBARD STREET	&	TRUMAN STREET
HUBBARD STREET	&	FIRST STREET
HUBBARD STREET	&	SECOND STREET
HUBBARD STREET	&	FOURTH STREET
MACLAY AVENUE	&	FOURTH STREET
MACLAY AVENUE	&	LIBRARY STREET
MACLAY AVENUE	&	FIFTH STREET
MACLAY AVENUE	&	GLENOAKS BOULEVARD
MACLAY AVENUE	&	SEVENTH STREET
MACLAY AVENUE	&	EIGHTH STREET
GLENOAKS BOULEVARD	&	ORANGE GROVE AVENUE
GLENOAKS BOULEVARD	&	HARDING AVENUE
GLENOAKS BOULEVARD	&	BRAND BOULEVARD
GLENOAKS BOULEVARD	&	GRISWOLD AVENUE

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HORIZ 1"=30

PLAN NO. P-745

OF 5 S

STREET

SHEET N



Addendum No. 1

June 12, 2024

#### Project: CITYWIDE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

#### Job No. 7603, Plan No. P-745

TO: All Plan Holders

FROM: Wendell Johnson, Director of Public Works

### SUBJECT: ADDENDUM NO. 1 – CITYWIDE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, Job No. 7603, Plan No. P-745

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 1 consists of 2 pages.

#### **CONTRACT DOCUMENTS**

#### SPECIFICATIONS:

# The following clarification, additions, and deletions are made to the above referenced Specifications:

- 1. Technical Provisions
  - a. Page T-11, Section 86-1.02Q(3) Controller Cabinets, "Type 2070 controller assembly in **Type 332** cabinet as shown on the Plans with Cabinet shall be equipped with McCain GPS universal time base unit and antenna, and include but not limited to all necessary equipment, and appurtenances as required to provide for the intended operation." is replaced in its entirety as follows:

"Type 2070 controller assembly in **Type 332L** cabinet as shown on the Plans with Cabinet shall be equipped with McCain GPS universal time base unit and antenna, and include but not limited to all necessary equipment, and appurtenances as required to provide for the intended operation."

#### **PLANS:**

# The following clarification, additions, and deletions are made to the above referenced Plans:

1. Plans (Sheets 2 – 5)

a. Construction Notes No. 2, "INSTALL NEW **TYPE 332** CABINET COMPLETE WITH **TYPE 170E** ATC CONTROLLER, LACO–1R PROGRAM, PED ISOLATION MODULES, LOAD SWITCHES, 2–CHANNEL ILD SENSOR UNITS, AND MISCELLANEOUS AUXILIARY EQUIPMENT TO PROVIDE FOR THE INTENDED OPERATION AS SHOW ON THE PLAN AND TIMING SHEET." is replaced in its entirety as follows:

"INSTALL NEW **TYPE 332L** CABINET COMPLETE WITH **TYPE 2070** ATC CONTROLLER, LACO-1R PROGRAM, PED ISOLATION MODULES, LOAD SWITCHES, 2-CHANNEL ILD SENSOR UNITS, AND MISCELLANEOUS AUXILIARY EQUIPMENT TO PROVIDE FOR THE INTENDED OPERATION AS SHOW ON THE PLAN AND TIMING SHEET."

If you have any questions, please call Kenneth Jones at (818) 898-1240 or KJones@sfcity.org.

#### Addendum Acknowledgement

Bidder acknowledges the receipt of this Addendum No. 1 which shall be attached to the Bid Proposal.

Signature and Title

Date

#### 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:

#### TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT Federal Project No. HSIPL-5202(019) Job No. 7598, Plan No. P-722

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 **FIFTY (50)** 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.

11-22-2023

Dated

Bidder	
Signature	
Signature	
John Wong	
Name (Print/Type)	

Vice President

Title

#### **BID SCHEDULE**

#### TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT Federal Project No. HSIPL-5202(019) Job No. 7598, Plan No. P-722

#### **BID SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Remove and Construct Curb Ramp per Caltrans Std. Plan No. A88A, Case as Noted on Plans	EA	17	\$17,386	\$295,562
2	Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Curb Ramps at Intersections	EA	10	\$1,9912	\$19,920
3	Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Sidewalk at Railroad Crossings per SCCRA	EA	12	\$1,992	\$23,904
4	Construct Metal Handrail per SPPWC Std Plan 606-5, Type B	LF	12	\$455	\$5,460
5	Traffic Signal Modification Hubbard Street at San Fernando Road	LS	1	\$81,000	\$ 81,000
6	Traffic Signal Modification Hubbard Street at Truman Street		1	\$51,000	\$51,000
7	Traffic Signal Modification Hubbard Street at First Street	LS	1	\$107,000	\$107,000
8	Traffic Signal Modification Maclay Avenue at San Fernando Road	LS	1	\$127,000	\$ 127,000
9	Traffic Signal Modification Maclay Avenue at Truman Street	LS	1	\$249,000	\$249,000
10	Traffic Signal Modification Maclay Avenue at First Street	LS	1	\$135,000	\$135,000
11	Traffic Signal Modification Brand Boulevard at San Fernando Road		1	\$57,000	\$57,000
12	Traffic Signal Modification Brand Boulevard at Truman Street	LS	1	\$63,000	\$ 63,000
13	Traffic Signal Modification Wolfskill Street at Truman Street	LS	1	\$172,000	\$172,000
14	Signing and Striping	LS	1	\$141,000	\$141,000
			BID SCHE	DULE TOTAL	\$1,527,846

TOTAL BASE BID IN NUMBERS

### \$1,527,846

The Contract shall then be awarded to the lowest qualified bidder based on the Total Bid (including Additive Bid Item). However, the City reserves the right to remove any and/or all of the Bid Items at the time of the City's issuance of its Notice to Proceed and no bid price adjustments will be allowed. Said Notice to Proceed shall determine/specify which of the 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

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.



Addendum No. 1

November 8, 2023

#### Project: TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT

Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722

TO: All Plan Holders

FROM: Kenneth Jones, Public Works Management Analyst

### SUBJECT: ADDENDUM NO. 1 – TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT, Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P722

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 1 consists of 2 pages.

#### CONTRACT DOCUMENTS

#### **SPECIFICATIONS:**

# The following clarification, additions, and deletions are made to the above referenced Specifications:

- 1. Notice Inviting Bids
  - Page 2, fifth paragraph, first sentence, "A pre-bid meeting is scheduled for 10:00 AM on Wednesday, November 15, 2023 at 120 Macneil Street, San Fernando, CA 91340, PW Ops Room." (non-mandatory) is replaced in its entirety as follows:

"A virtual pre-bid meeting is scheduled for **10:00 AM** on **Wednesday**, **November 15, 2023**. Bidders can request an invite to the virtual nonmandatory pre-bid meeting by contacting Kayla Urbina at <u>kurbina@willdan.com</u> or call (805) 206-5291."

If you have any questions, please call Kenneth Jones at (818) 898-1240 or KJones@sfcity.org.

Addendum Acknowledgement

Bidder acknowledges the receipt of this Addendum Number 1 which shall be attached to the Bid Proposal.

, John Wong / Vice President	11-9-2023
Signature and Title	Date



# Addendum No. 2

### November 9, 2023

# Project: TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT

Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722

TO: All Plan Holders

FROM: Wendell Johnson, Director of Public Works

# SUBJECT: ADDENDUM NO. 2 – TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT, Federal Project No.

# HSIPL-5202(019), Job No. 7598, Plan No. P722

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 2 consists of 2 pages.

# CONTRACT DOCUMENTS

# SPECIFICATIONS:

# The following clarification, additions, and deletions are made to the above referenced Specifications:

- 1. Notice Inviting Bids
  - a. Page 2, first paragraph, first sentence, "SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **2:00 P.M. on Wednesday, November 29, 2023**, and said bids will be publicly opened and declared for performing work on the following project:" is replaced in its entirety as follows:

"SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **2:00 P.M. on Wednesday**, **December 13, 2023**, and said bids will be publicly opened and declared for performing work on the following project:"

b. Page 2, third paragraph, first sentence, "The contract time for the project is FIFTY (50) working days." is replaced in its entirety as follows:

"The contract time for the project is **SEVENTY-FIVE (75) working days**."

c. Page 4, third paragraph, last sentence, "Any questions pertaining to the project shall be submitted in writing by Wednesday, November 22, 2023 by 4:00 p.m." is replaced in its entirety as follows:

# "Any questions pertaining to the project shall be submitted in writing by Wednesday, December 6, 2023 by 4:00 p.m."

- 2. Contractor's Proposal
  - a. Page P-1, second paragraph, first sentence, "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 **FIFTY (50)** working days after the commencement date stated in the Notice to Proceed." is replaced in its entirety as follows:

"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 **SEVENTY-FIVE (75)** working days after the commencement date stated in the Notice to Proceed."

- 3. Construction Contract/Agreement
  - a. Page C-2, first paragraph, first sentence, "CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice to Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **FIFTY** (50) working days from the date the Notice to Proceed is issued." is replaced in its entirety as follows:

"CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice to Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **SEVENTY-FIVE (75)** working days from the date the Notice to Proceed is issued."

If you have any questions, please contact Kenneth Jones at (818) 898-1240 or kjones@sfcity.org.

# Addendum Acknowledgement

Bidder acknowledges the receipt of this Addendum No. 2 which shall be attached to the Bid Proposal.

, John Wong / Vice President

11-10-2023

Signature and Title

Date



#### Addendum No. 3

**December 6, 2023** 

# Project: TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT

Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722

TO: All Plan Holders

FROM: Wendell Johnson, Director of Public Works WED

# SUBJECT: ADDENDUM NO. 3 – TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT, Federal Project No.

# HSIPL-5202(019), Job No. 7598, Plan No. P722

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 3 consists of 2 pages.

# CONTRACT DOCUMENTS

#### **SPECIFICATIONS:**

# The following clarification, additions, and deletions are made to the above referenced Specifications:

- 1. Applicable Federal Prevailing Wage Rates
  - a. The Federal prevailing wage rates in effect ten (10) calendar days prior to bid opening were CA20230022, Modification 15, dated November 17, 2023 and can be accessed online at: <u>https://sam.gov/wage-determination/CA20230022/15</u>. A physical copy of this document will be available at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340.

- 2. General Provisions
  - a. Page GP-1, top of page, add the following paragraphs:

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

# STANDARD SPECIFICATIONS

The Standard Specifications is the 2021 Edition of the Standard Specifications for Public Works Construction (SSPWC or "Greenbook"), including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, and the American Water Works Association (AWWA) Standards.

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

If you have any questions, please contact Kenneth Jones at (818) 898-1240 or kjones@sfcity.org.

# **Addendum Acknowledgement**

Bidder acknowledges the receipt of this Addendum No. 3 which shall be attached to the Bid Proposal.

4	6	, John	Wong /	Vice	Presiden	t
1						

12-7-2023

Signature and Title

Date

# **BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS:

that we, _	Elecnor Belco Electric, Inc.		as Princi	pal,
and	Liberty Mutual Insurance Company		as Sure	ety,
are held a	and firmly bound unto the City of San Fernando in the sum c	of		
	Ten Percent of Amount Bid	(\$	10%	)
to be paid	t to the said City of its certain Attorney, its successors and a	ssigns; f	or the paymen	t of
which sur	m well and truly made we hind ourselves our heirs eve	cutors a	nd administrate	ors

successors or assigns, jointly and severally, firmly by these presents.

to construct <u>Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project</u>, Job No. 7598 Plan No. P.722; Federal Project No. HSIPL-5202(019) (insert names of streets and limits to be improved) dated <u>12/13/2023</u> 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 <u>Elecnor Belco Electric, Inc.</u> 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.

Principal Elecnor Belco Electric, Inc.	Surety Liberty Mutual Insurance Company
By, John Wong	By, Doritza Mojica
Its Vice President	Its Attorney-in-Fact
By // Jeroni Gervilla	By ally Mi ,Ally Nardini
ItsChief Financial Officer	Its

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

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

Attn: Michael Stein, Bond Manager III

790 The City Drive South, Suite 200

Orange, CA 92868

SPC21-03

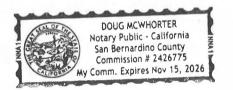
#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 <u>California</u>
)
County of <u>SAN BERNARZOINO</u>
)
On <u>December</u> (6,2023 before me, <u>Doug MCMHORTEE</u>, <u>Notary Public</u> Date
<u>Here Insert Name and Title of the Officer</u>
Personally appeared <u>TOHN WONE</u>, <u>TERONI ERPILLA</u> 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 that the foregoing paragraph is true and correct.

WITNESS my hapd and official sea Signature Signature of Notary Public

Place Notary Seal Above

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### **Description of Attached Document**

Title or Type of Document	Document Date
Number of Pages S	igner(s) Other Than Named Above
Capacity(ies) Claimed by Signer(s)	
Signer's Name	Signer's Name
Corporate Officer—Title(s)	
Partner Limited General	Partner Limited General
Individual Attorney in Fact	🗖 Individual 📃 Attorney in Fact
Trustee 🔲 Guardian or Conservat	or 🗖 Trustee 🗖 Guardian or Conservator
Other	Other
Signer Is Representing Elecnor Belco El	lectric, Inc. Signer Is Representing

j,

#### 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	Connecticut		)			
County of	Hartford		)			
On <u>Nover</u>	nber 30, 2023 Date	_ before me,		Jennifer Godere , Here Insert Name and	Notary Public Title of the Officer	
Personally app	peared <u>Doritza</u>	Mojica				

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 CT that the foregoing paragraph is true and correct.
JENNIFER GODERE NOTARY PUBLIC - CT 185886 My Commission Expires Mar. 31, 2027	WITNESS my hand and official seal. Signature
Place Notary Seal Above	
Though this section is optional, completing	<b>OPTIONAL</b> g this information can deter alteration of the document or of this form to an unintended document.
Title or Type of Document	Document Date
Number of Pages Signer(s)	Other Than Named Above
Capacity(ies) Claimed by Signer(s) Signer's Name Corporate Officer—Title(s) Partner Individual Attorney in Fact Trustee Guardian or Conservator Other Signer Is Representing	Corporate Officer—Title(s) Partner Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other

August 19, 2024 Regular CC Mtg



Princip

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

# POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duty organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duty organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint all of the city of New York , state of NY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and Doritza Molica acknowledge the following surety bond:

al Name:	Elecnor	Belco	Electric,	Inc

**Obligee Name: City of San Fernando** 

**Bid Bond** 

Surety Bond Number:

Bond Amount: See Bond Form

CONTRACT NO. 2285

FXHIBIT "B"

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of ____ November 2023



Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

By.

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA 33 COUNTY OF MONTGOMERY

currency rate, interest rate or residual value guarantees.

note, loan,

Not valid for mortgage,

letter of credit.

November On this 30th day of _, 2023, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Teresa Pastella, Nolary Public

Montgomery County My commission expires March 28, 2025 Commission number 1126044

Member, Pennsylvania Association of Notarles



By: firesa Pastella

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney. shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings. bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneysinfact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of altomey issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of November 2023



By:

Renee C. Llewellyn, Assistant Secretary

# **CONTRACTOR INFORMATION**

Company Name Elecnor Belco Electric, Inc.
Address 14320 Albers Way Chino, CA 91710
Telephone     909-993-5470     Fax     909-993-5476     E-mail     jwong@elecnor.com
Type of Firm: Individual () Partnership () Corporation (X)
Corporation organized under the laws of the State of California
Contractor's License Number 738518State CA_Classification A, B, C-10 Expiration Date 7-31-2025
DIR Registration Number 1000004804 Expiration Date 6-30-2025
Names and titles of all officers of the firm
Alberto Garcia De Los Angelss / President
Roger DeVito / Assistant Secretary
John Wong / Vice President
Jeroni Gervilla / Chief Financial Officer

#### UNANIMOUS WRITTEN CONSENT IN LIEU OF 2021 ANNUAL MEETING OF THE BOARD OF DIRECTORS OF ELECNOR BELCO ELECTRIC, INC.

#### January 1, 2021

The undersigned, being all of the members of the Board of Directors (the "Board") of Elecnor Belco Electric, Inc., a California corporation (the "Company"), in lieu of holding a meeting of the Board, hereby take the following actions and adopt the following resolutions by unanimous written consent:

WHEREAS, the Board has determined that it is in the Company's best interests to appoint a revised slate of Officers of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the following persons be, and hereby are, elected to the offices set forth opposite their respective names, to hold such offices until their respective successors are elected and qualified at or before the next annual meeting of the Board, or until their earlier respective deaths, resignations or removals:

NAMES	OFFICE
Alberto Garcia De Los Angeles	President and Chief Executive Officer
Jeroni Gervilla	Chief Financial Officer
Roger DeVito	Senior Vice President, General Counsel and Assistant Secretary
Pedro Enrile	Secretary
Leonardo Sancho Francés	Vice President
John Wong	Vice President for Construction

**FURTHER RESOLVED**, that Alberto Garcia De Los Angeles, Jeroni Gervilla, Alberto Garcia and Roger DeVito in their respective capacities (listed above) subject to such supervisory powers of the Board of Directors, hereby are authorized and directed to perform all the duties commonly incident to that office; shall have authority to execute in the name of the Company contracts, leases and other written instruments to be executed by the Company; and, shall perform such other duties as the Board of Directors may from time to time determine.

**FURTHER RESOLVED**, that the President and Chief Executive Officer may delegate authority to any Chief Financial Officer or Chief Operating Officer or Senior Vice President or Vice President as and within their authority levels as set forth in the Company's Bylaws, as the same may be amended from time to time;

**FURTHER RESOLVED**, that Roger DeVito, in his capacity of Senior Vice President, or Leonardo Sancho Francés in his capacity of Vice President are hereby authorized and directed to:

1. Negotiate, sign, amend and terminate agreements in connection with the purpose of the Company, for all contracts up to \$250,000.00, and acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla for all contracts in amounts greater than \$250,000.00.

- 2. Execute, amend and finalize bid proposals in connection with the purpose of the Company, for all proposals up to \$1,000,000.00, and acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla for all proposals in amounts greater than \$1,000,000.00.
- 3. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, execute, amend and finalize purchase orders for materials and equipment in connection with the purpose of the Company.
- 4. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, execute, amend and terminate agreements for the lease of real estate to be used as offices or job related temporary yards.
- 5. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, execute, amend and terminate insurance and/or bid bonds arrangements in connection with the purpose of the Company.
- 6. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, hire, suspend, impose sanctions and dismiss the administrative personnel of the Company, setting forth their employment terms and conditions, obligations and remuneration.
- 7. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, settle and claims on behalf of the Company.

AND IT IS FURTHER RESOLVED, that all actions heretofore taken by the officers of the Company on behalf of and in the name of the Company, relating to the conduct of the business of the Company, the expenditure of money, the making of contracts and all other acts taken or omitted in the performance of their duties to the Company be, and the same hereby are, in all respects, approved, ratified and affirmed, as of the date taken, done or omitted, respectively.

The actions taken by the Board Consent shall have the same force and effect as if taken by the undersigned at a meeting of the Board of Directors, duly called and constituted pursuant to the Bylaws of the Company and the laws of the State of California. This Board Consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of Elector Belco Electric, Inc., have executed these actions by written consent as of the date first written above.

Argimiro Ramon, Director

Luis Alcibar, Director

Alexander Arrola, Director

# LIST OF REFERENCES

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

- 1. NAME OF CITY OR BUSINESS <u>City of Glendale</u> CONTACT PERSON AND PHONE NO. <u>Sarkis Oganesyan / 818-548-3945</u> TYPE/DATE OF WORK PERFORMED <u>Traffic Signal Improvements / February 2021</u> TOTAL CONTRACT AMOUNT \$ \$2,844,613
- 2. NAME OF CITY OR BUSINESS <u>City of Palm Desert</u> CONTACT PERSON AND PHONE NO. <u>Randy Brown / 760-346-0611</u> TYPE/DATE OF WORK PERFORMED <u>Traffic Signal Modifications / August 2020</u> TOTAL CONTRACT AMOUNT \$ \$602,259
- 3. NAME OF CITY OR BUSINESS <u>City of Huntington Park</u> CONTACT PERSON AND PHONE NO. <u>Cesar Roldan / 323-584-6320</u> TYPE/DATE OF WORK PERFORMED <u>Signal Synchronization / April 2020</u> TOTAL CONTRACT AMOUNT \$ \$1,013,928
- NAME OF CITY OR BUSINESS <u>City of La Habra</u> CONTACT PERSON AND PHONE NO. <u>Michael Plotnik / 562-383-4162</u> TYPE/DATE OF WORK PERFORMED <u>Traffic Signal Modification / January 2022</u> TOTAL CONTRACT AMOUNT \$ \$290,580
- 5. NAME OF CITY OR BUSINESS City of San Gabriel CONTACT PERSON AND PHONE NO. Alan Mai / 626-308-2825 TYPE/DATE OF WORK PERFORMED Safety Improvements / April 2022 TOTAL CONTRACT AMOUNT \$ \$729,531
- 6. NAME OF CITY OR BUSINESS <u>City of Garden Grove</u> CONTACT PERSON AND PHONE NO. <u>Ken Vu / 714-741-5000</u> TYPE/DATE OF WORK PERFORMED <u>Traffic Signal Installation / December 2021</u> TOTAL CONTRACT AMOUNT \$ <u>\$792,000</u>



				12/21/2022
JOB NO.	PROJECT NAME	LOCATION	CLIENT	TOTAL CONTRACT VALUE
14-0042	INTERSECTION IMPROVEMENT UNIT 15 CIP/STM	LOS ANGELES	CITY OF LOS ANGELES	\$465,582.32
14-0158	WESTSIDE UNIT 2 SERIES TO MULTIPLE HV CONV.	LOS ANGELES	CITY OF LOS ANGELES	\$2,279,074.00
14-0184	VENICE DUAL FORCE MAIN	LOS ANGELES	VADNIAS TRENCHLESS SERVICES	\$401,317.00
14-0187	TRACT 17057 AND 17572	CHINO	ALL AMERICAN ASPHALT	\$455,271.50
14-0234	ATP SAFE ROUTES TO SCHOOL	LOS ANGELES	SULLY MILLER CONTRACTING	\$1,957,800.00
14-0257	TRACT 19994 BLOCK 4 STREET IMPROVEMENTS	CHINO	ALL AMERICAN ASPHALT	\$956,984.00
14-0260	EUCLID AVE. STREET & TRAFFIC IMPROVEMENTS	CHINO	ALL AMERICAN ASPHALT	\$369,939.00
14-0262	PINE AVE. STREET IMPROVEMENTS	CHINO	ALL AMERICAN ASPHALT	\$243,449.66
14-0270	ENHANCED MTA SECURITY LIGHTING	LOS ANGELES	CITY OF LOS ANGELES	\$538,472.00
14-0293	TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE	LOS ANGELES	ORTIZ ENTERPRISES, INC.	\$1,606,000.00
14-0321	D5 ASTOR, CADENCE/TREBLE AND MERIT	IRVINE	ALL AMERICAN ASPHALT	\$99,162.09
14-0327	RCMU FIBER - OUTSIDE PLANT FO NETWORK	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$0.00
14-0327.3	RCMU FIBER - 432 BACKBONE	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$551,033.31
14-0327.5	RCMU FIBER - THE ROW	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$184,828,95
14-0327.6	RCMU FIBER - DAY CREEK	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$319,239,18
14-0327.7	RCMU FIBER - THE RESORT	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$536,409.31
14-0327.14	RCMU FIBER - MAYTEN BUSINESS PARK XT GREEN	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$26,345.70
14-0327.15	RCMU FIBER - WESTERN NATIONAL BUILDERS TRAILERS	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$3,501.20
14-0327.016	RCMU FIBER - 432 FIBER BACKBONE BUILD ARCHIBALD	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$122,403,75
14-0327.017	RCMU FIBER - DIAMOND CARD	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$134,685.12
14-0327.018	RCMU FIBER - HAVEN SQUARE	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$5,001.94
14-0327.019	RCMU FIBER - 7TH AND 8TH ST AO SMITH	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$57,565.23
14-0327.020	RCMU FIBER - HOMECOMING AT THE RESORT	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$513,417.63
14-0327.021	RCMU FIBER - 7199 HAVEN AVE. HAVEN COURT	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$7,991.00
14-0327.999	RCMU FIBER - EXPLORATORY WORK	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$60,603,08
14-0341	VENTURA BLVD.	LOS ANGELES	CITY OF LOS ANGELES	\$815,801.00
14-0350	SPLICING AND TESTING OF FIBER OPTIC CABLE	PASADENA	CITY OF PASADENA	\$369.025.00
14-0353	UNITED ROCK INTERSECTION IMPROVEMENT	IRWINDALE	SULLY-MILLER CONTRACTING	\$451,224.00
14-0355	SUNKIST ELEMENTARY SCHOOL	ANAHEIM	PINNER CONSTRUCTION, INC.	\$65,160.63
14-0369	MAIN ST. IMPROVEMENTS	LOS ANGELES	SULLY-MILLER CONTRACTING	\$1,967,139.42
14-0375	WILSHIRE BLVD.	LOS ANGELES	CITY OF LOS ANGELES	\$2,256,913.00
14-0417	SAN FERNANDO RD. BIKE PATH PHASE 3	LOS ANGELES	SULLY-MILLER CONTRACTING	\$3,464,000.00
14-0422	GRAND AVE. AND GOLDEN SPRINGS DR.	INDUSTRY	LOS ANGELES ENGINEERING	\$939,317.00
14-0432	SAN PEDRO WATERFRONT BERTHS 74-84	LOS ANGELES	GRIFFITH COMPANY	\$4,734,000.00
14-0466	SAN PEDRO WATERFRONT	LOS ANGELES	SULLY-MILLER CONTRACTING	\$1,085,000.00
14-0473	ON-CALL TRAFFIC SIGNAL CONSTRUCTION	LOS ANGELES	COUNTY OF LOS ANGELES	\$0.00
14-0473.001	CESAR AVE AT ALMA AVE	EAST LOS ANGELES	COUNTY OF LOS ANGELES	\$201,311.64
14-0473.002	POTRERO GRANDE AVE AT DEL MAR AVE	SAN GABRIEL	COUNTY OF LOS ANGELES	\$391,911.14
14-0473.002	EASTERN AVE AT CITY TERRACE DR	EAST LOS ANGELES	COUNTY OF LOS ANGELES	\$359,600.41
14-0473.003	CYPRESS ST AT IRWINDALE AVE	IRWINDALE	COUNTY OF LOS ANGELES	
14-0473.004	HILLCREST PKWY AT BERYL PLACE	CASTAIC	COUNTY OF LOS ANGELES	\$160,721.29 \$160,535.73
14-0473.005	1ST ST AT MARIANNA AVE	EAST LOS ANGELES	COUNTY OF LOS ANGELES	\$160,535.73
14-0473.008	FAIRGROVE AVE AT SANDIA AVE	LA PUENTE	COUNTY OF LOS ANGELES	
14-0473.007	COMPTON ST AT NADEAU AVE	COMPTON	COUNTY OF LOS ANGELES	\$155,979.89
14-0475.008	VALLEY BLVD. AT ALMOND AVE. TRAFFIC SIGNAL	FONTANA	ALL AMERICAN ASPHALT	\$75,244.94
14-0496	TRAFFIC SIGNAL AND ADA IMPROVEMENTS	PALM SPRINGS	CITY OF PALM SPRINGS	\$408,000.00
14-0497	HWY 18 AND APPLE VALLEY RD.	APPLE VALLEY	POWELL CONSTRUCTORS	\$2,847,759.00
14-0301				\$614,303.00
14-0504	RANCHO DIAMANTE	HEMET	LENNAR HOMES	\$112,917.00

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JOB NO.	PROJECT NAME	LOCATION	CLIENT	12/21/2022 TOTAL CONTRACT VALUE
14-0517	PROTECTED LEFT-TURN SIGNAL	RIALTO	CITY OF RIALTO	\$710,906.00
14-0518	WILMINGTON WATERFRONT PROMENADE	PORT OF LOS ANGELES	SULLY-MILLER CONTRACTING	\$5,688,320.0
14-0522	BROADWAY IMPROVEMENTS	CARSON	CITY OF CARSON	\$1,188,835.0
14-0524	TRAFFIC INTERCONNECT SYSTEM UPGRADES	COMMERCE	CITY OF COMMERCE	\$1,257,818.0
14-0532	FAIRVIEW RD. HSIP IMPROVEMENT PROJECT	COSTA MESA	HARDY AND HARPER	\$262,256.00
14-0539	ROADWAY AND UTILITY IMPROVEMENTS	RANCHO MIRAGE	GRANITE CONSTRUCTION	\$831,400.00
14-0540	CV LINK MULTI-MODAL TRANSPORTATION	COACHELLA VALLEY	AMES CONSTRUCTION, INC.	\$1,527,471.0
14-0544	ALTITUDE BUSINESS CENTER TS	CHINO	PACIFIC COAST ENGINEERING, INC.	\$1,159,550.0
14-0546	WEST HAVEN OFFSITE STREET IMPROVEMENTS	ONTARIO	ALL AMERICAN ASPHALT	\$120,382.00
14-0547	MERRILL AVE. BRIDGE WIDENING	ONTARIO	POWELL CONSTRUCTORS	\$151,280.00
14-0553	CROSSROADS II	BEAUMONT	GRANITE CONSTRUCTION	\$533,692.00
14-0554	CANYON SPRINGS MARKET PLACE	RIVERSIDE	DPR CONSTRUCTION	\$458,839.00
14-0555	HIGHLAND AVE. AT 210	SAN BERNARDINO	ALL AMERICAN ASPHALT	\$343,789.00
14-0557	PCH AT HAWTHORNE BLVD. INTERSECTION IMP.	TORRANCE	GRIFFITH COMPANY	\$660,834.00
14-0558	CENTRAL AVE. INTERCHANGE AT STATE ROUTE 60	CHINO	SECURITY PAVING	\$1,597,000.0
14-0562	JAMES A. MUSICK FACILITY JAIL	IRVINE	BERGELECTRIC	\$244,312.0
14-0564	SHADOW ROCK AND HIGHLAND PARK TS	JURUPA VALLEY	LENNAR	\$690,034.00
14-0570	9TH AND VINEYARD	RANCHO CUCAMONGA	FULLMER CONSTRUCTION	\$52,000.00
14-0571	THE NOW	WEST HOLLYWOOD	LAYTON CONSTRUCTION	\$52,000.00
14-0576	ARTESIA MITIGATE PEDESTRIAN AND BICYCLE	ARTESIA	HARDY AND HARPER	\$197,800.0
14-0579	LINCOLN AVE. PEDESTRIAN PATHWAY	SANTA ANA	WRIGHT CONSTRUCTION	\$94,150.00
14-0581	GREEN TREE BLVD. EXTENSION	VICTORVILLE	SKANSKA	\$1,178,744.0
14-0583	CALTRANS 08-1F7304	COLTON	SECURITY PAVING	\$1,266,000.0
14-0589	13131 LOS ANGELES ST.	IRWINDALE	DUKE REALTY	\$424,986.00
14-0593	ANAHEIM CANYON METROLINK STATION	ANAHEIM	STACEY AND WITBECK	\$717,209.0
14-0597	VICTORIA ST. AND HERITAGE CIRCLE TS	FONTANA	TRI POINTE HOMES, INC.	\$446,200.00
14-0599	BUILDING 14 CONSTRUCTION	SANTA ANA	BRIGGS ELECTRIC, INC.	\$289,480.0
14-0603	223RD ST. IMPROVEMENTS	CARSON	ALL AMERICAN ASPHALT	\$49,872.00
14-0604	EDISON AVE. STREET IMPROVEMENTS	CHINO	ALL AMERICAN ASPHALT	\$1,396,190.0
14-0605	DOWNTOWN FIBER OPTIC COMMUNICATIONS	HUNTINGTON BEACH	CITY OF HUNTINGTON BEACH	\$626,451.0
14-0606	TRAFFIC SIGNAL MODIFICATIONS	HUNTINGTON BEACH	CITY OF HUNTINGTON BEACH	\$357,636.0
14-0610	HARBOR BLVD. AND ARBOLITA DR. TS	LA HABRA	CITY OF LA HABRA	\$290,580.0
14-0611	BASE LINE RD. STREET LIGHT	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$10,875.00
14-0612	2019/2020 ARTERIAL AND MINOR ST. MAINT.	RIVERSIDE	ALL AMERICAN ASPHALT	\$349,160.0
14-0614	HIGHWAY SAFETY CYCLE 6 - OLYMPIC BLVD.	LOS ANGELES	CITY OF LOS ANGELES	\$566,499.0
14-0615	HERITAGE TRAFFIC SIGNAL MODIFICATIONS	REDLANDS	LENNAR	\$335,800.0
14-0616	CITY OF HOPE CANCER CENTER	IRVINE	BERGELECTRIC	\$10,000,00
14-0617	HIGUERA ST. BRIDGE REPLACEMENT	CULVER CITY	ORTIZ ENTERPRISES	\$303,000.0
14-0620	THE HOMESTEAD - LIMONITE AVE.	EASTVALE	ALL AMERICAN ASPHALT	\$369,000.0
14-0621	INSTALLATION OF FLASHING BEACON	PALM SPRINGS	CITY OF PALM SPRINGS	\$317,838.0
14-0622	CENTINELA AVE.	INGLEWOOD	ALL AMERICAN ASPHALT	\$2,879,770.0
14-0622	STREET REHABILITATION - GRAND AVE.	CHINO	SEOUEL CONTRACTORS	\$801,300.0
14-0625	D3 BARRANCA AND LAUNCH	IRVINE	HARDY AND HARPER	\$275,800.0
14-0623	INGLEWOOD AVE, & MANHATTAN BEACH BLVD.	REDONDO BEACH	ALL AMERICAN ASPHALT	\$277,891.0
14-0627	ON-CALL FIBER OPTIC TESTING	GLENDALE	CITY OF GLENDALE	\$500,000.0
14-0629	INYOKERN AND JACK'S RANCH GATE	CHINA LAKE	BERGELECTRIC	\$645,559.0
14-0632	YNEZ RD. AND WAVERLY LANE	TEMECULA	MERITAGE HOME OF CALIFORNIA	\$461,679.0
14-0633	VILLAGE CENTER DR.	CHINO HILLS	HARDY AND HARPER	\$84,500.00
14-0635	SLOVER AVE. DRAINAGE AND TS IMPROVEMENTS	SAN BERNARDINO	VANCE CORPORATION	\$84,500.00

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				TOTAL
JOB NO.	PROJECT NAME	LOCATION	CLIENT	CONTRACT
				VALUE
14-0636	WINCHESTER RD. AND THOMPSON AVE.	FRENCH VALLEY	FRENCH VALLEY MARKETPLACE, LLC	\$347,620.00
14-0638	FULLERTON RD. GRADE SEPARATION	INDUSTRY	SKANSKA	\$2,435,000.0
14-0640	UCI VERANO 8	IRVINE	BERGELECTRIC	\$17,500.00
14-0641	ATP SAFE ROUTES TO SCHOOL	ONTARIO	ALL AMERICAN ASPHALT	\$917,480.00
14-0642	RUNWAY EDGES ENHANCEMENT PROJECT	FULLERTON	ALL AMERICAN ASPHALT	\$1,031,900.0
14-0645	WEST CARSON COMMUNITY BIKEWAYS	LOS ANGELES	HARDY AND HARPER	\$78,071.00
14-0646	17TH ST./SMC/EXPO BIKE PATH	SANTA MONICA	ACCESS PACIFIC, INC.	\$1,690,920.0
14-0648	ALABAMA ST. AND ORANGE AVE.	REDLANDS	WERMERS COMPANIES	\$365,730.0
14-0651	HISP PERRIS BLVD.	PERRIS	CITY OF PERRIS	\$740,264.00
14-0652	PLAZA DEL AMO	TORRANCE	ALL AMERICAN ASPHALT	\$85,280.00
14-0653	TEMPORARY VDS CAMERAS	SANTA CLARITA	ALL AMERICAN ASPHALT	\$0.00
14-0655	GREEN STREETS PROJECTS	LAKE ELSINORE	HILLCREST CONTRACTING	\$28,138.00
14-0656	HUNTINGTON DR SAN GABRIEL BLVD.	SAN GABRIEL	SEQUEL CONTRACTORS	\$377,917.60
14-0658	EUCLID - WESTMINSTER INTERSECTION	GARDEN GROVE	RJ NOBLE	\$392,707.0
14-0659	SAN JACINTO ST. RESURFACING	RIVERSIDE	HARDY AND HARPER	\$97,815.00
14-0661	EUCALYPTUS AVE. BRIDGE	ONTARIO	POWELL CONSTRUCTORS	\$196,487.00
14-0663	ELAN - 100 & 200 ELK LANE	SANTA ANA	WERMERS COMPANIES	\$338,682.00
14-0664	TERRACES AT WALNUT	WALNUT	SUKUT CONSTRUCTION	\$383,954.0
14-0668	FALLONCREST - ARCHIBALD AND GRAND PARK	ONTARIO	LENNAR	\$225,307.0
14-0669	JOHN J. BENOIT DETENTION CENTER	RIVERSIDE	GRANITE CONSTRUCTION	\$570,884.00
14-0670	STARLING AVE. AT CHINO AVE.	ONTARIO	LENNAR	\$658,000.0
14-0673	MILL CREEK AVE. AND ONTARIO RANCH RD.	ONTARIO	SHEA HOMES	\$1,278,635.0
14-0674	FIRESTONE METRO BLUE LINE STATION	LOS ANGELES	LOS ANGELES ENGINEERING	\$394,474.00
14-0675	SANTE FE AVE. SYNCHRONIZATION	LONG BEACH	CITY OF LONG BEACH	\$2,903,298.0
14-0677	DESERT SANDS PARK CITY FIBER CONNECTION	PALMDALE	CITY OF PALMDALE	\$60,942.00
14-0678	WILMINGTON WATERFRONT PROMENADE	LOS ANGELES	J-SOUARED GENERAL CONTRACTORS	\$81,180.00
14-0680	RANCHO LOS CERRITOS	CERRITOS	GRIFFITH COMPANY	\$142,035.0
14-0681	ADOBE SPRINGS - WINCHESTER RD.	MURRIETA	ALL AMERICAN ASPHALT	\$469,020.00
14-0682	UNIVERSITY / RIDGELINE INTERSECTION IMPR.	IRVINE	GRIFFITH COMPANY	\$531,310.0
14-0683	INTERSECTION SAFETY IMPROVEMENTS HSIP7	SAN GABRIEL	CITY OF SAN GABRIEL	\$729,531.0
14-0684	POLYTECHNIC SCHOOL PEDESTRIAN IMPR.	PASADENA	PERRY C. THOMAS CONSTRUCTION, INC.	\$211,233.0
14-0685	STONEHILL DR. AND PROJECT DRIVEWAY	SAN JUAN CAPISTRANO	GANAHL LUMBER COMPANY	\$406,735.0
14-0687	ANNUAL RESIDENTIAL STREET REHABILITATION	COMPTON	SULLY-MILLER CONTRACTING	\$96,867.00
14-0688	CITY OF HOPE NORTH PARKING STRUCTURE	IRVINE	BERGELECTRIC	\$7,600.00
14-0690	HOLLAND RD. AND EVANS RD. TRAFFIC SIGNAL	MENIFEE	LENNAR HOMES	\$388,087.0
14-0691	DESCANSO DR. STREET IMPROVEMENTS	LA CANADA	SEQUEL CONTRACTORS	\$40,148.00
14-0692	SOUNDWALL CONSTRUCTION ON I-210 FREEWAY	LA CANADA FLINTRIDGE	POWELL CONSTRUCTORS	\$254,000.0
14-0693	ROCHESTER AVE. PAVEMENT REHABILITATION	RANCHO CUCAMONGA	ONYX PAVING	\$234,000.0
14-0695	MCKINLEY STREET GRADE SEPARATION	CORONA	WALSH CONSTRUCTION CO.	\$2,711,100.0
14-0698	HONOLULU AVE. TRAFFIC SIGNALS	GLENDALE	CITY OF GLENDALE	\$3,893,848.0
14-0699	ALDER AVE.	SAN BERNARDINO	HARDY AND HARPER	
14-0700	RANCHO LAS PALMAS SITE & SHELL	RANCHO MIRAGE	SAVANT CONSTRUCTION, INC.	\$119,680.0
				\$26,080.00
14-0703	MAIN ST. AND WALNUT ST.	SANTA ANA	CITY OF SANTA ANA	\$307,613.0
14-0704	MAIN ST. AND 15TH ST.	SANTA ANA	CITY OF SANTA ANA	\$413,492.0
14-0705	TRAFFIC SIGNAL INSTALLATION	GARDEN GROVE	CITY OF GARDEN GROVE	\$1,276,196.
14-0708	LA PAZ RD. AND VETERAN'S WAY	MISSION VIEJO	CITY OF MISSION VIEJO	\$76,840.00
14-0710	UCI CAC STREET AND PATHWAY LIGHTING	IRVINE	BERGELECTRIC	\$0.00
14-0711	HIGH FRICTION SURFACE TREATMENT	RIVERSIDE	CITY OF RIVERSIDE	\$1.824.299.0

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14-0713	MAGIC MOUNTAIN PARKWAY AND TOWN CENTER	SANTA CLARITA	CITY OF SANTA CLARITA	\$53,840.00
14-0714	CASA GRANDE AND CYPRESS AVE.	FONTANA	SC FONTANA DÉVELOPMENT CO., LLC	\$1,108,000.0
14-0715	REDONDO BEACH TRANSIT CENTER	REDONDO BEACH	M.S. CONSTRUCTION	\$110,571.00
14-0716	DUNCAN CANYON RD. AND COYOTE CANYON RD.	FONTANA	LANDSEA HOMES	\$702,604.0
14-0717	FOOTHILL BLVD. PAVEMENT REHAB.	RANCHO CUCAMONGA	ALL AMERICAN ASPHALT	\$250,280.00
14-0721	REDONDO BEACH BLVD. STREET IMPROVEMENT	LAWNDALE	HARDY AND HARPER	\$72,680.00
14-0722	TOWN CENTER STREET IMPROVEMENTS	CHINO	ALL AMERICAN ASPHALT	\$1,766,724.
14-0723	FY 19/20 LOCAL STREET OVERLAY PROJECT	CHINO	EXCEL PAVING	\$20,000.00
14-0726	ATP CYCLE 3	HUNTINGTON PARK	CITY OF HUNTINGTON PARK	\$895,981.0
14-0727	PAVEMENT REHABILITATION AT 14 LOCATIONS	SAN BERNARDINO	MATICH CORPORATION	\$33,000.00
14-0728	MARKET STREET CORRIDOR	LONG BEACH	ALL AMERICAN ASPHALT	\$1,477,100.
14-0730	SURGERY CENTER PHASE II OFF-SITE IMPROVEMENTS	MURRIETA	TURNER CONSTRUCTION COMPANY	\$1,150,492.
14-0731	DESERT HIGHLANDS TRAFFIC SIGNAL	PALM SPRINGS	CITY OF PALM SPRINGS	\$638,881.0
14-0732	TRAFFIC SIGNAL INSTALLATION, SAN RAFAEL DR.	PALM SPRINGS	CITY OF PALM SPRINGS	\$511,706.0
14-0734	MOUNTAIN VIEW RD. RESURFACING DILLON RD.	DESERT HOT SPRINGS	MATICH CORPORATION	\$65,000.00
14-0735	UNIVERSITY ST. AND BROCKTON AVE. TS PROJECT	REDLANDS	CITY OF REDLANDS	\$507,745.0
14-0736	NUTWOOD - YALE AREA STREET IMPROVEMENTS	FULLERTON	SEQUEL CONTRACTORS	\$8,500.00
14-0737	IMPLEMENTATION OF ADVANCED DILEMMA ZONE	SAN BERNARDINO	CITY OF SAN BERNARDINO	\$3,757,314.
14-0738	2021-2022 INTERSECTION IMPROVEMENT	SANTA CLARITA	CITY OF SANTA CLARITA	\$131.691.0
14-0739	AIRPORT SIGNAGE AND LANDSCAPE IMPROVEMENTS	FULLERTON	BUNKER ENGINEERING	\$42,000.0
14-0740	LIMONITE AVE. COMMUNICATION	EASTVALE	CITY OF EASTVALE	\$158,528.0
14-0741	2020-2021 STREET OVERLAY & RECONSTRUCTION	RIALTO	CALMEX ENINEERING, INC.	\$22,292.0
14-0742	FY2021-22 MAJOR ARTERIALS PAVEMENT	RANCHO CUCAMONGA	HARDY AND HARPER	\$44,880.0
14-0742	CEDARS-SINAI MARINA DEL REY HOSPITAL	MARINA DEL REY	BERGELECTRIC	\$354,843.0
14-0745	TR 18901 - MCKENNA PARK	CHINO	HILLCREST CONTRACTING	\$22,869.0
14-0746	DISTRICT 2 MARINE WAY	IRVINE	ALL AMERICAN ASPHALT	\$22,809.0
14-0747	RANDALL AVE. STREET IMPROVEMENTS	RIALTO	WHEELER PAVING	\$24,608.0
14-0748	DATE ST. AT MURRIETA HOT SPRINGS RD.	MURRIETA	MHS RETAIL, LLC	\$592,170.0
14-0749	7-ELEVEN STORE #41985171	SAN BERNARDINO	KZ MILLER CONSTRUCTION	\$423,565.0
14-0750	STREET IMPROVEMENTS FOR WESTMINSTER BLVD.	WESTMINSTER	R.J. NOBLE	\$38.262.0
14-0751	PARKING STRUCTURE #3 DEMOLITION PROJECT	SANTA MONICA	AMPCO CONTRACTING, INC.	\$15,000.0
14-0752		IRVINE		
	ORCHARD HILLS (PA-1) NEIGHBORHOOD 4		HILLCREST CONTRACTING	\$721,000.0
14-0753 14-0755	BROADWAY REHABILITATION PROJECT	GLENDALE	HARDY AND HARPER	\$735,200.0
14-0756	CRENSHAW BLVD. REHABILITATION CITYWIDE PAVEMENT REHABILITATION PROGRAM	TORRANCE MORENO VALLEY	ALL AMERICAN ASPHALT ALL AMERICAN ASPHALT	\$129,321.0
14-0757	LYON AVE. HAWK SYSTEM CROSSWALK			\$469,204.0
14-0758	MONROE STREET AVENUE 41	SAN JACINTO INDIO	SAN JACINTO UNIFIED SCHOOL DISTRICT CITY OF INDIO	\$174,852.0 \$434,844.0
14-0759	STREET IMPROVEMENT - SLOVER AND OLEANDER	FONTANA	DUKE REALTY	\$434,844.0
14-0759	PAVEMENT REHAB. FOR VARIOUS LOCAL STREETS	MORENO VALLEY	HARDY AND HARPER	
14-0761	MERIDIAN PARK DJ16	RIVERSIDE	OLTMANS CONSTRUCTION CO.	\$23,383.0 \$710,741.0
14-0762	DATE ST. AND MURRIETA RD. STREET IMPROVEMENTS	MURRIETA	HARDY AND HARPER	\$58,385.0
14-0763	TRACT 37509 HEIRLOOM ST. IMPROVEMENTS	TEMECULA	HARDY AND HARPER	\$8,000.00
14-0763	RAMON RD. RESURFACING	THOUSAND PALMS	HARDY AND HARPER	
14-0765	2022 FALL PAVEMENT REHABILITATION	ONTARIO	ALL AMERICAN ASPHALT	\$11,415.0
14-0766	ATP CYCLE 5 - PALM DR.	DESERT HOT SPRINGS	ONYX PAVING	
14-0767	ONTARIO RANCH RD. BRIDGE	ONTARIO	RIVERSIDE CONSTRUCTION	\$207,555.0 \$323,189.0
14-0768	RESIDENTIAL AND ARTERIAL PAVEMENT REHAB.	TORRANCE	ALL AMERICAN ASPHALT	\$48,510.0
14-0769	TORRANCE BLVD. RESURFACING	REDONDO BEACH	HARDY AND HARPER	\$48,510.0
14-0709	SIERRA AVE, WIDENING	FONTANA	LOS ANGELES ENGINEERING	\$1,301,980

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14-0771 14-0772		LOCATION	CLIENT	CONTRAC'
14-0772				VALUE
14-0772	LOS NIETOS SAFE ROUTES TO SCHOOL - PHASE 1	LOS ANGELES	EXCEL PAVING	\$217,051.00
	SILVERROCK PARK VENUE WI-FI AND CAMERA	LA QUINTA	CITY OF LA QUINTA	\$61,942.00
14-0773	LONG BEACH 2	LONG BEACH	CITY VENTURES CONSTRUCTION, INC.	\$24,503.00
14-0774	HIGHLAND SPRINGS	BEAUMONT	TRI POINTE HOMES, INC.	\$3,840.00
14-0775	MERRILL, SULTANA, EUCALYPTUS AND EUCLID FIBER	ONTARIO	EUCLID LAND VENTURE, LLC	\$867,836.0
14-0776	2020/2021 CDBG WARD 2 STREET IMPROVEMENTS	RIVERSIDE	IE GENERAL ENGINEERING	\$79,058.00
14-0777	ON CALL DIRECTIONAL BORING FOR CPE	VARIOUS	CALIFORNIA PROFESSIONAL ENGINEERING	
14-0778	BRIDGE ST. AND RAMONA EXPRESSWAY	LAKEWVIEW	COUNTY OF RIVERSIDE	\$730,143.0
14-0779	CAMPUS AND DAY ST REWIRING	RIVERSIDE	CITY OF RIVERSIDE	\$24,995.00
14-0780	4TH STREET ENHANCEMENT PROJECT	SANTA MONICA	ACCESS PACIFIC	\$496,320.0
14-0781	EAST LA COMMUNITY ROADWAY IMPROVEMENT	LOS ANGELES	EXCEL PAVING	\$193,644.0
14-0782	MONTE VISTA PARK	CHINO	LOS ANGELES ENGINEERING	\$254,952.0
14-0783	STORM DRAIN REHABILITATION FY 2021-22	CHINO	BONADIMAN WATER INC.	\$70,330.00
14-0784	MERRILL, SULTANA, EUCALYPTUS AND EUCLID TS	ONTARIO	EUCLID LAND VENTURE, LLC	\$1,626,581.
14-0785	STETSON AVE. RESURFACING	HEMET	ONYX PAVING	\$416,830.0
14-0786	TRACT 20157 STREET IMPROVEMENTS	ONTARIO	ALL AMERICAN ASPHALT	\$243,452.0
14-0787	TEMPORARY VDS CAMERAS AT ALTON PARKWAY	IRVINE	ARIZONA PIPELINE	\$42,000.0
14-0788	3RD ST. / 5TH ST. CORRIDOR	HIGHLAND	GRANITE CONSTRUCTION	\$1,454,654.
14-0789	ORANGE GROVE BLVD, AND SUNNYSLOPE AVE.	PASADENA	CITY OF PASADENA	\$397,243.0
14-0789	MICHIGAN AVE. GREENWAY & 20TH ST. PROJECT	SANTA MONICA	ACCESS PACIFIC	\$356,349.0
14-0790	ARTESIA GREAT BLVD.	LONG BEACH	GRANITE CONSTRUCTION	\$11,782,880
14-0791	AVENUE R AND 45TH STREET EAST	PALMDALE	R.C.BECKER AND SON, INC.	\$454,748.0
14-0792	VILLAGE DR. AND TAWNEY RIDGE LANE	VICTORVILLE	CITY OF VICTORVILLE	\$454,748.0
14-0793	MURRIETA RD. AND LA PIEDRA RD.	MENIFEE	LENNAR HOMES	\$490,790.0
14-0795	MONTEBELLO MUNICIPAL GOLF COURSE	MONTEBELLO	LOS ANGELES ENGINEERING	
14-0795	VERMONT AVE. PEDESTRIAN IMPROVEMENTS	LOS ANGELES	LOS ANGELES ENGINEERING	\$609,364.0
14-0798	RIVERSIDE DR. AND HAMNER AVE. ST. IMPROVEMENTS	ONTARIO	ALL AMERICAN ASPHALT	\$628,679.0
			BERNARDS	\$2,350,176.
14-0799	ELAC - SOUTH GATE EDUCATIONAL CENTER	SOUTH GATE		\$602,804.0
	VALLEY BLVD. AND OTHER ROADS	BLOOMINGTON	MATICH CORPORATION	\$79,194.0
14-0801	801 W. 19TH ST.	COSTA MESA	ALL AMERICAN ASPHALT	\$8,907.00
14-0802	TEMPORARY VDS AT JAMBOREE AND CAMPUS	IRVINE	CASTLE CONTRACTING, LLC	\$21,000.0
14-0803	VIA VERDE AVE. STREET IMPROVEMENT	SAN DIMAS	SULLY-MILLER CONTRACTING	\$72,730.0
14-0804	5712 CHERRY AVE.	LONG BEACH	SIGNAL HILL CONSTRUCTION	\$14,586.0
14-0805	AVIARA WEST	CARLSBAD	WERMERS MULTI-FAMILY CORP.	\$388,590.0
14-0806	CENTER ST. AND STEPHENS AVE. RESURACING	HIGHGROVE	HARDY AND HARPER	\$191,415.0
14-0807	LAKEWOOD BLVD. TRAFFIC SIGNAL IMPROVEMENTS	BELLFLOWER	CITY OF BELLFLOWER	\$3,545,651
14-0808	TRACT 28794 COMMUNITY PARK SITE LIGHTING	MENIFEE	LENNAR HOMES	\$1,288,800
14-0809	PAVEMENT REHABILITATION PROGRAM	MORENO VALLEY	ALL AMERICAN ASPHALT	\$75,016.0
14-0810	RE-ROUTE EXISTING ADVANCED LOOP CONDUIT	INGLEWOOD	GOLDEN STATE WATER	\$6,000.0
14-0811	SANTA CLARA AVE. BIKE LANE AND PEDESTRIAN	SANTA ANA	HARDY AND HARPER	\$719,025.0
14-0812	HAWK PEDESTRIAN SIGNAL AT RACQUET CLUB	PALM SPRINGS	CITY OF PALM SPRINGS	\$363,789.0
14-0813	ATWELL AND WILSON TRAFFIC SIGNALS	BANNING	TRI POINTE HOMES, INC.	\$423,473.0
14-0814	NEWPORT COAST DR. AND BALBOA BLVD.	NEWPORT BEACH	ALL AMERICAN ASPHALT	\$28,463.0
14-0815	PENNSYLVANIA AVE. WIDENING	BEAUMOINT	ALL AMERICAN ASPHALT	\$281,446.0
14-0816	GIRARD ST. AND ACACIA AVE.	HEMET	ALL AMERICAN ASPHALT	\$112,538.0
14-0817	TRACT 19979 PINE AVE., BICKMORE AVE.	CHINO	ALL AMERICAN ASPHALT	\$107,598.0
14-0818	TS MOD. AT MERCED AVE. AND VINELAND AVE.	BALDWIN PARK	CITY OF BALDWIN PARK	\$504,388.0
14-0819	INSTALL CONDUITS AT WILSON ST. AND FORDHAM DR.	COSTA MESA	ALL AMERICAN ASPHALT	\$0.00
14-0820	CASTAIC RD. AT RIDGE ROUTE RD.	CASTAIC	COUNTY OF LOS ANGELES	\$1,951,442
14-0821	NEWPORT COAST DR. AND BALBOA BLVD. PAVEMENT	NEWPORT BEACH	ALL AMERICAN ASPHALT	\$187,153.0

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belco elecnor		ACTIVE TRANSPORTATION PROJECTS		12/21/2022
JOB NO.	PROJECT NAME	LOCATION	CLIENT	TOTAL CONTRACT VALUE

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# **COMPLETED TRANSPORTATION PROJECTS**

elecnor				12/21/2022
JOB NO.	PROJECT NAME	LOCATION	CLIENT	TOTAL CONTRACT VALUE
14-0001.0001	ALTON PARKWAY WIDENING	LAKE FOREST	HILLCREST CONTRACTING	\$115,110.79
14-0001.0002	STREET IMPROVEMENTS AT KRAEMER BLVD.	BREA	TITAN ENGINEERING	\$375,016.52
14-0001.0003	LA FLORESTA SCE AND TIME WARNER	BREA	TITAN ENGINEERING	\$112,676.72
14-0001.0004	CYPRESS VILLAGE	IRVINE	ALL AMERICAN ASPHALT	\$51,560.75
14-0002	GREENSPOT RD. IMPROVEMENTS	HIGHLAND	MAMCO, INC.	\$1,724,048.57
14-0003.0001	ROSECRANS AND MARQUARDT	SANTA FE SPRINGS	HARDY & HARPER	\$253,419.00
14-0003.0002	1325 GRAND CENTRAL PED. CROSSWALK	GLENDALE	DISNEY	\$98,884.96
14-0004.0001	STEWART ST. UNDERPASS	LOMA LINDA	USS CAL BUILDERS	\$551,122.10
14-0005	NOGALES ST. GRADE SEPARATION	INDUSTRY	GRIFFITH COMPANY	\$2,426,618.02
14-0006	MAGNOLIA BLVD. WIDENING	LOS ANGELES	<b>GRIFFITH COMPANY</b>	\$490,860.00
14-0007	I-15 LA MESA / NISQUALLI INTERCHANGE	VICTORVILLE	RIVERSIDE CONSTRUCTION	\$460,602.80
14-0008	RIALTO SHOPPING CENTER	RIALTO	MOALEJ BUILDERS	\$60,951.21
14-0009	I-15 CLINTON KEITH	WILDOMAR	GRIFFITH COMPANY	\$236,931.20
14-0010	I-10 CHERRY AVE.	FONTANA	ORTIZ ENTERPRISES	\$1,673,971.42
14-0011	CALTRANS ROUTE 101/134 (07-266104)	SAN FERNANDO	PETERSON-CHASE	\$948,095.42
14-0012	FARE COLLECTION EQUIP. (FOOTHILL TRANSIT)	POMONA	E.C. CONSTRUCTION	\$25,000.00
14-0013	INTERCONNECT AND TS AT LA MESA RD.	VICTORVILLE	CITY OF VICTORVILLE	\$1,278,432.85
14-0014	SAN JOSE WIDENING AT CHARLIE RD.	INDUSTRY	GRIFFITH COMPANY	\$44,570.00
14-0015	PLANNING AREA 5B - IRVINE BLVD.	IRVINE	HILLCREST CONTRACTING	\$395,019.20
14-0016	JEFFREY REGIONAL BIKE TRAIL	IRVINE	HILLCREST CONTRACTING	\$281,000.00
14-0017	CURB RAMPS AND SIDEWALK IMPROVEMENTS	ORANGE COUNTY	HIGHLAND CONSTRUCTION	\$239,732.53
14-0018	CLAY ST./UNION PACIFIC RAILROAD GRADE SEP.	JURUPA VALLEY	AMES CONSTRUCTION	\$493,923.55
14-0019	MAGNOLIA AVE./BNSF RAILWAY GRADE SEP.	RIVERSIDE	OHL USA	\$1,489,047.56
14-0020	2014-2016 SITE IMPROVEMENTS	PORT OF LA	SHAWNAN	\$54,761.21
14-0021	LAKEVIEW AVE. RAILROAD GRADE SEP.	ANAHEIM	OHL USA	\$2,069,636.82
14-0022	SR210 TUJUNGA WASH	LOS ANGELES	SECURITY PAVING	\$1,065,365.55
14-0023	FAIRWAY DR. AND WALNUT DR. NORTH	INDUSTRY	PIMA CORPORATION	\$136,365.07
14-0024	PLANNING AREA 5B - PHASE 1 BACKBONE	IRVINE	HILLCREST CONTRACTING	\$174,866.30
14-0025	AS NEEDED 2013-14 TRAFFIC SIGNAL	LOS ANGELES	COUNTY OF LOS ANGELES	\$1,864,310.92
14-0026	FIRESTONE BLVD. BRIDGE	NORWALK	REYES CONSTRUCTION	\$325,428.99
14-0027	TRAFFIC SIGNAL MODERNIZATION - PHASE 6	NEWPORT BEACH	CITY OF NEWPORT BEACH	\$837,264.73
14-0028	CAJALCO RD. AND CLARK ST. TRAFFIC SIGNALS	MEAD VALLEY	COUNTY OF RIVERSIDE	\$117,717.50

14-0029	GRAND AVE. WIDENING FROM 1ST ST. TO 4TH ST.	SANTA ANA	EXCEL PAVING	\$568,638.28
14-0030	BASE LINE UNDERCROSSING AT ROUTE 15	RANCHO CUCAMONGA	FLATIRON WEST	\$2,173,465.96
14-0031	HIGHWAY 111 AND FRANK SINATRA DR.	RANCHO MIRAGE	TRI STAR CONSTRUCTION	\$354,328.02
14-0032	I-10 CITRUS AVE. INTERCHANGE	FONTANA	BRUTOCO	\$7,612.11
14-0033	TRABUCO GATEWAY BACKBONE	IRVINE	HILLCREST CONTRACTING	\$26,000.00
14-0034	GATEWAY CITIES ATMS IMPROVEMENT PROJECT	LOS ANGELES	COUNTY OF LOS ANGELES	\$1,211,387.65
14-0035	FARRELL DR. RIGHT TURN LANE AT VISTA CHINO	PALM SPRINGS	HILLCREST CONTRACTING	\$136,133.86
14-0036	ROUTE 5 ROSECRANS (CRANE OPERATOR RENTAL)	NORWALK	SHIMMICK CONSTRUCTION	\$1,800.00
14-0037	HERONDO ST./HARBOR DR. GATEWAY IMP.	REDONDO BEACH	EXCEL PAVING	\$1,538,473.26
14-0038	LA CIENEGA BLVD OLYMPIC TO AIRDROME	LOS ANGELES	CITY OF LOS ANGELES	\$1,178,419.36
14-0039	BARHAM BLVD. STREET IMPROVEMENTS	LOS ANGELES	USS CAL BUILDERS	\$94,131.30
14-0040	WILSON AVE./HARVEY DR. AND BROADWAY	GLENDALE	CITY OF GLENDALE	\$338,632.43
14-0041	MOORPARK ST. WIDENING	LOS ANGELES	<b>GRIFFITH COMPANY</b>	\$248,480.20
14-0044	2014-2015 STREETLIGHT IMPROVEMENT	NEWPORT BEACH	CITY OF NEWPORT BEACH	\$972,184.19
14-0045	LA BREA TRAFFIC LIGHT SYNCHRONIZATION	INGLEWOOD	CITY OF INGLEWOOD	\$537,550.00
14-0046	I-10 AT JEFFERSON STREET IMPROVEMENTS	INDIO	RIVERSIDE CONSTRUCTION	\$1,926,460.99
14-0047	PORTOLA SPRINGS (PA 6) BRIDGE & TRAIL IMPROV	IRVINE	HILLCREST CONTRACTING	\$234,496.07
14-0048	IN-FILL STREET LIGHTING AT FAIR OAKS AVE.	PASADENA	CITY OF PASADENA	\$315,800.00
14-0049	RIVERSIDE DR. AT CENTRAL AVE.	CHINO	CITY OF CHINO	\$214,640.02
14-0050	IN-FILL STREET LIGHTING AT EAST COLORADO	PASADENA	CITY OF PASADENA	\$690,935.53
14-0051	CAMINO REAL PAVEMENT RESTRIPING	JURUPA VALLEY	ALL AMERICAN ASPHALT	\$19,000.00
14-0052	HARBOR BLVD. AND LAMBERT RD.	LA HABRA	SHAWNAN	\$212,235.47
14-0053	GILBERT STREET IMPROVEMENTS	ORANGE	ALL AMERICAN ASPHALT	\$496,555.06
14-0054	BICYCLE TRANSPORTATION ACCOUNT	TEMPLE CITY	ALL AMERICAN ASPHALT	\$18,867.70
14-0055	108TH ST. ET AL	LOS ANGELES	LOS ANGELES ENGINEERING	\$380,633.90
14-0056	BEAR VALLEY STORM DRAIN	VICTORVILLE	O'DUFFY CONSTRUCTION	\$178,345.93
14-0057	GREEN RIVER RD. WIDENING	CORONA	SULLY-MILLER CONTRACTING	\$800,119.35
14-0058	1440 S. MANCHESTER AVE.	ANAHEIM	BERGELECTRIC CORPORATION	\$16,830.00
14-0059	RAMONA EXPRESSWAY ST. IMPROVEMENT	PERRIS	ALL AMERICAN ASPHALT	\$256,536.45
14-0060	DOVER DR. AND WESTCLIFF DR. REHABILITATION	NEWPORT BEACH	ALL AMERICAN ASPHALT	\$708,517.83
14-0061	SIGNAL MODIFICATIONS AT OLD RIVER SCHOOL	DOWNEY	CITY OF DOWNEY	\$8,500.00
14-0062	W.C. FIELDS STREET WIDENING IMPROVEMENTS	LOS ANGELES	USS CAL BUILDERS	\$210,000.65
14-0063	FY 2014/2015 PAVEMENT REHABILITATION	ONTARIO	ALL AMERICAN ASPHALT	\$34,000.00
14-0064	SHRINERS FOR CHILDREN MEDICAL CENTER	PASADENA	BERGELECTRIC CORPORATION	\$46,791.00
14-0065	CARSON ST. MASTER PLAN IMPLEMENTATION	CARSON	POWELL CONSTRUCTORS	\$3,330,603.62
14-0066	FIRESTONE BLVD.	NORWALK	COUNTY OF LOS ANGELES	\$717,614.21
14-0067	TUSTIN RANCH RD. AND IRVINE BLVD.	TUSTIN	THE MARK COMPANY	\$379,847.55
14-0068	VERDUGO AVE. STREET IMPROVEMENTS	BURBANK	CITY OF BURBANK	\$518,425.53

14-0069	FOOTHILL PARKWAY WIDENING	CORONA	ALL AMERICAN ASPHALT	\$573,907.16
14-0070	LOCUST AVE. STREET IMPROVEMENTS	RIALTO	VANCE CORPORATION	\$450,327.78
14-0071	TRAFFIC SIGNALS AT ANDERSON AND PROSPECT	LOMA LINDA	BERGELECTRIC CORPORATION	\$318,150.00
14-0072	STREET REHABILITATION - CITYWIDE (13/14)	POMONA	ALL AMERICAN ASPHALT	\$1,166.98
14-0073	JEFFERSON BRIDGE CONDUIT SYSTEM	INDIO	IMPERIAL IRRIGATION DISTRICT	\$243,716.00
14-0074	IRVINE BLVD. PEDESTRIAN OVERCROSSING	IRVINE	POWELL CONSTRUCTORS	\$491,527.15
14-0075	CHERRY AVE. BETWEEN 19TH AND 20TH	SIGNAL HILL	ALL AMERICAN ASPHALT	\$7,400.00
14-0076	TRAFFIC SIGNALS AT AMETHYST AND HOOK	VICTORVILLE	CITY OF VICTORVILLE	\$372,098.13
14-0077	SR91 CORRIDOR IMPROVEMENTS	CORONA	SELECT ELECTRIC	\$1,060,000.0
14-0078	VALLEY VIEW AND ADOREE ST.	LA MIRADA	CITY OF LA MIRADA	\$364,610.7
14-0079	SHORELINE DR.	LONG BEACH	ALL AMERICAN ASPHALT	\$193,591.1
14-0080	ORTEGA RD. RECONSTRUCTION	CATHEDRAL CITY	GRANITE CONSTRUCTION	\$63,100.00
14-0081	METROLINK PARKING LOT	RIALTO	KASA CONSTRUCTION	\$90,935.87
14-0082	BICYCLE SYSTEM GAP CLOSURE	LONG BEACH	SULLY-MILLER CONTRACTING	\$336,787.2
14-0083	ALTON PARKWAY STREET IMPROVEMENTS	IRVINE	ALL AMERICAN ASPHALT	\$930,141.5
14-0084	LAUREL ST. BEAUTIFICATION - GMH	GLENDALE	ALL AMERICAN ASPHALT	\$238,383.9
14-0085	AS-NEEDED 2015-16 TRAFFIC SIGNAL	LOS ANGELES	COUNTY OF LOS ANGELES	\$1,484,480.
14-0086	CRMC-ED EXPANSION	CORONA	BERGELECTRIC CORPORATION	\$44,734.80
14-0087	PLANNING AREA 1 12G BASIN	IRVINE	KEC ENGINEERING	\$180,379.2
14-0088	MAIN ST., LAKE ST. AND INDIANAPOLIS AVE.	HUNTINGTON BEACH	ALL AMERICAN ASPHALT	\$7,200.00
14-0089	HIGHWAY SAFETY IMPROVEMENT PROGRAM	SOUTH GATE	CITY OF SOUTH GATE	\$634,037.9
14-0090	WIDEN 1-15 MOJAVE DR. TO STODDARD WELLS RD.	VICTORVILLE	AMES CONSTRUCTION, INC.	\$2,325,528.
14-0091	PLANNING AREA 1 EASTFOOT BASIN	IRVINE	KEC ENGINEERING	\$159,766.8
14-0092	IRVINE BLVD. PHASE 3	IRVINE	HILLCREST CONTRACTING	\$828,812.9
14-0093	CRENSHAW BLVD. TS SYNCHRONIZATION	LOS ANGELES	COUNTY OF LOS ANGELES	\$1,568,540.
14-0094	DPW/FLEET MANAGEMENT PARKING LOT	SAN BERNARDINO	ALL AMERICAN ASPHALT	\$241,873.4
14-0095	HOMELAND MDP LINE 1, STAGE 1	SAN BERNARDINO	ALABBASI	\$126,789.2
14-0096	SONY S8B OVERLAND STREET IMPROVEMENTS	CULVER CITY	C.W. DRIVER	\$473,762.0
14-0097	FIRESTONE BLVD. BRIDGE WIDENING	SOUTH GATE	REYES CONSTRUCTION	\$80,241.9
14-0098	TRAFFIC SIGNAL INFRASTRUCTURE UPGRADES	DIAMOND BAR	CITY OF DIAMOND BAR	\$429,871.9
14-0099	LIMONITE AVE. PAVEMENT REHABILITATION	JURUPA VALLEY	ALL AMERICAN ASPHALT	\$34,000.00
14-0100	FERNWOOD AVE. & BULLIS RD. TS IMPROVEMENT	LYNWOOD	CITY OF LYNWOOD	\$224,718.0
14-0101	MAGNOLIA ST. AND BOLSA AVE. INT. WIDENING	WESTMINSTER	VIDO SAMARZICH	\$309,000.0
14-0102	CONVENTION CENTER PEDESTRIAN BRIDGE	LONG BEACH	POWELL CONSTRUCTORS	\$2,037,858.
14-0103	RIVERSIDE DR. NEAR ZOO BRIDGE	LOS ANGELES	ORTIZ ENTERPRISES, INC.	\$485,745.3
14-0104	FIRESTONE BLVD CENTRAL AVE./GRAHAM AVE.	LOS ANGELES	ALL AMERICAN ASPHALT	\$261,114.1
14-0105	TEMPORARY VDS AT YNEZ AND RANCHO VISTA	TEMECULA	HERMAN WEISSKER	\$20,705.00
14-0106	BICYCLE FACILITIES AND CITYWIDE BIKEWAY	GLENDALE	ALL AMERICAN ASPHALT	\$183,185.4

August 19	2024	Regular	CC Mtg
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14-0107	FOOTHILL BLVD. FROM ROSEMEAD TO SHAMROCK	LOS ANGELES	COUNTY OF LOS ANGELES	\$1,268,429.16
14-0108	RIDGE VALLEY AT MAGNET SIGNALIZATION	IRVINE	HERITAGE FIELDS LLC	\$436,651.81
14-0109	TRAFFIC SIGNAL LEFT TURN PHASING & UPGRADE	CULVER CITY	CITY OF CULVER CITY	\$1,035,714.69
14-0110	TRAFFIC SIGNAL UPGRADES AT VARIOUS LOC.	DOWNEY	CITY OF DOWNEY	\$1,793,000.17
14-0111	NEIGHBORHOOD LIGHTING FOR ENHANCED SAFETY	SANTA MONICA	CITY OF SANTA MONICA	\$680,120.00
14-0112	MCGAW AVE. AND ARMSTRONG AVE. TS INSTALL	IRVINE	CITY OF IRVINE	\$557,490.00
14-0113	TUSTIN ST. AND LINCOLN AVE.	ORANGE	ALL AMERICAN ASPHALT	\$231,313.88
14-0114	ALTON PARKWAY - WEST CORE TECH	IRVINE	VERTICAL CONSTRUCTION, INC.	\$20,819.00
14-0115	PORTOLA PARKWAY IMPROVEMENTS	LAKE FOREST	KASA CONSTRUCTION	\$92,190.00
14-0116	PEDESTRIAN STREET IMPROVEMENTS	LYNWOOD	ALL AMERICAN ASPHALT	\$177,600.00
14-0117	BELLFLOWER BLVD. AT IMPERIAL HIGHWAY	DOWNEY	SHAWNAN	\$451,891.87
14-0118	11TH STREET IMPROVEMENTS	UPLAND	ALL AMERICAN ASPHALT	\$241,944.80
14-0119	TS AT SERFAS CLUB AND RANCHO CORONA	CORONA	CITY OF CORONA	\$280,225.68
14-0120	CARSON ST. AND AVALON BLVD. INTERSECTION	CARSON	ALL AMERICAN ASPHALT	\$7,158.35
14-0121	NISQUALLI RD. AT FIRST ST.	VICTORVILLE	CITY OF VICTORVILLE	\$601,951.00
14-0122	MISSION/WINEVILLE TRAFFIC SIGNAL	JURUPA VALLEY	CITY OF JURUPA VALLEY	\$293,381.00
14-0123	TRAFFIC SIGNAL INSTALL AT CARNELIAN ST.	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$1,092,589.02
14-0124	WILDOMAR SQUARE	WILDOMAR	PRIMUS CONTRACTING GROUP	\$120,533.00
14-0125	KAISER CHINO	CHINO	ALL AMERICAN ASPHALT	\$163,324.35
14-0126	MOJAVE T&M	BARSTOW	PLATINUM SCAFFOLDING	\$217,405.79
14-0127	TS AT ORANGE GROVE AND COLORADO	PASADENA	CITY OF PASADENA	\$423,950.08
14-0128	REPLACE STOLEN WIRE AT WALNUT STREET	RIALTO	VANCE CORPORATION	\$7,078.78
14-0129	TRAFFIC SIGNALS AT SUMNER AVE. AND 65TH ST.	EASTVALE	CITY OF EASTVALE	\$289,974.00
14-0130	TRAFFIC SIGNALS AT ARTESIA AND E. INDUSTRY	LA MIRADA	CITY OF LA MIRADA	\$299,490.43
14-0131	FIBER OPTIC NETWORK EXPANSION	EL SEGUNDO	CITY OF EL SEGUNDO	\$536,104.23
14-0132	PEDESTRIAN CROSSWALK IMPROVEMENT	CUDAHY	CITY OF CUDAHY	\$1,012,169.90
14-0133	BASE LINE AND 5TH ST./GREENSPOT CORRIDORS	HIGHLAND	CITY OF HIGHLAND	\$217,187.61
14-0134	BRISTOL STREET	COSTA MESA	SULLY-MILLER CONTRACTING	\$331,508.87
14-0135	8TH ST. AND OCFA FIRE STATION	IRVINE	RJ NOBLE	\$370,517.79
14-0136	HERITAGE PARK	REDLANDS	EBS	\$55,834.10
14-0137	FLORENCE AVE.	LOS ANGELES	COUNTY OF LOS ANGELES	\$2,100,816.77
14-0138	TS BATTERY BACK-UP AT (20) LOCATIONS	DIAMOND BAR	CITY OF DIAMOND BAR	\$193,560.00
14-0139	HIGH DESERT GATEWAY WEST SITE WORK	HESPERIA	LYLE PARKS JR. CONSTRUCTION	\$88,816.00
14-0140	CITRUS AND RAMONA GRADE CROSSING	COVINA	SULLY-MILLER CONTRACTING	\$600,651.25
14-0141	A ST. AT 4TH ST. TRAFFIC SIGNAL	PERRIS	CITY OF PERRIS	\$127,209.78
14-0142	BIKE TECHNOLOGY DEMONSTRATION	SANTA MONICA	CITY OF SANTA MONICA	\$249,397.03
14-0143	BEVERLY CENTER RENOVATIONS	LOS ANGELES	BERGELECTRIC CORPORATION	\$94,186.73
14-0144	ORCHARD HILLS (PA 1)	IRVINE	ALL AMERICAN ASPHALT	\$406,441.32

14-0145	DISTRICT 3 BARRANCA	IRVINE	ALL AMERICAN ASPHALT	\$1,001,159.16
14-0146	TRAFFIC SIGNAL VDS AT 15 LOCATIONS	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$157,400.00
14-0147	IMPERIAL HIGHWAY TRAFFIC SIGNAL	DOWNEY	CITY OF DOWNEY	\$490,374.77
14-0148	TRAFFIC SIGNAL INFRASTRUCTURE UPGRADES	DIAMOND BAR	CITY OF DIAMOND BAR	\$489,769.00
14-0149	EUCLID AVE. EMERGENCY REPAIRS	UPLAND	ALL AMERICAN ASPHALT	\$60,775.00
14-0150	TRAFFIC OPERATION COMMUNICATION UPGRADE	POMONA	CITY OF POMONA	\$947,107.03
14-0151	FY 2016-17 TRAFFIC SIGNAL REHABILITATION	NEWPORT BEACH	CITY OF NEWPORT BEACH	\$660,817.16
1-40152	STREET IMPR. ON MISSION DR. AND PADILLA ST.	SAN GABRIEL	ALL AMERICAN ASPHALT	\$57,768.80
14-0153	ALONDRA BLVD.	LA MIRADA	CITY OF LA MIRADA	\$191,140.22
14-0154	WATER WAREHOUSE #1 PAVING PROJECT	VICTORVILLE	ALL AMERICAN ASPHALT	\$23,788.00
14-0155	VAN BUREN WIDENING	RIVERSIDE	ALL AMERICAN ASPHALT	\$773,701.94
14-0156	MOFFETT DR. EXTENSION BRIDGE	TUSTIN	USS CAL BUILDERS	\$384,185.61
14-0157	RELOCATE EXISTING STREET LIGHT	PASADENA	PR CONSTRUCTION	\$42,069.51
14-0159	TS IMPROVEMENTS ON SANTA MONICA BLVD.	WEST HOLLYWOOD	SULLY-MILLER CONTRACTING	\$642,285.83
14-0160	LA MESA AND AMETHYST ROADWAY REHAB.	VICTORVILLE	C.A. RASMUSSEN	\$120,800.00
14-0161	2017 TRAFFIC SIGNAL MOD. AT 12 INTERSECTIONS	LYNWOOD	CITY OF LYNWOOD	\$1,621,362.27
14-0162	DAVID A. BROWN MIDDLE SCHOOL	WILDOMAR	H&H GENERAL CONTRACTING	\$276,069.00
14-0163	OCEAN VIEW BLVD. REHABILITATION	GLENDALE	EXCEL PAVING	\$579,404.77
14-0164	BASE LINE ROAD	RANCHO CUCAMONGA	ALL AMERICAN ASPHALT	\$35,800.00
14-0165	ELSWORTH ST. AND ALESSANDRO BLVD.	MORENO VALLEY	O'DUFFY CONSTRUCTION	\$202,000.00
14-0166	TRAFFIC SIGNAL SAFETY IMPROV AMAR RD.	LA PUENTE	CITY OF LA PUENTE	\$849,103.38
14-0167	TOWNE AVE. AND RIVERSIDE DR. TS	POMONA	CITY OF POMONA	\$125,987.80
14-0168	PAVEMENT REHABILITATION - MARGARITA RD.	TEMECULA	ALL AMERICAN ASPHALT	\$118,000.00
14-0169	EL TORO TS SYNCHRONIZATION	LAGUNA WOODS	CITY OF LAGUNA WOODS	\$354,500.00
14-0170	MOULTON PARKWAY REGIONAL TS SYNCHRON.	LAGUNA WOODS	CITY OF LAGUNA WOODS	\$271,101.54
14-0171	FOOTHILL BLVD. AND DALTON AVE. TS INSTALL	AZUSA	CITY OF AZUSA	\$353,850.00
14-0172	ORCHARD HILL NTS BASIN	IRVINE	KEC ENGINEERING	\$251,875.77
14-0173	KAZAN / WALNUT TRAFFIC SIGNAL IMPROV	IRVINE	CITY OF IRVINE	\$395,368.24
14-0174	TS AT KRAMERIA AND VILLAGE WEST DR.	RIVERSIDE	ALL AMERICAN ASPHALT	\$279,347.32
14-0175	CREAN LUTHERAN HIGH SCHOOL	IRVINE	ALL AMERICAN ASPHALT	\$245,192.18
14-0176	BAKER AVE. AND 6TH ST.	ONTARIO	CITY OF ONTARIO	\$633,140.43
14-0177	SB49966 FIRESTONE & HILDRETH - STARBUCKS	SOUTH GATE	PR CONSTRUCTION	\$31,175.21
14-0178	TEMP. VDS AT RED HILL AVE.	IRVINE	<b>S E PIPE LINE CONSTRUCTION</b>	\$52,874.00
14-0179	FASTPRK SENSOR SYSTEM	LOS ANGELES	WORLDSENSING	\$12,272.02
14-0180	RAMSEY ST. TRAFFIC SIGNALS	BANNING	CITY OF BANNING	\$452,979.50
14-0181	SR62 AND LEAR AVE. TRAFFIC SIGNAL	TWENTYNINE PALMS	CITY OF TWENTYNINE PALMS	\$551,080.55
14-0182	LOS PATRONES PARKWAY ROADWAY IMPROV.	MISSION VIEJO	<b>RJ NOBLE</b>	\$1,305,571.96
14-0183	ETHANAC RD. AND MURRIETA RD.	PERRIS	CITY OF PERRIS	\$269,264.00

14-0185	STREET LIGHT INSTALLATION ON STEWART ST.	SANTA MONICA	CITY OF SANTA MONICA	\$165,995.00
14-0186	HWY 111 AT CLUB DR.	INDIAN WELLS	CITY OF INDIAN WELLS	\$233,971.52
14-0188	I-210 LOGISTICS CENTER III OFFSITE IMPROV	RIALTO	HILLCREST CONTRACTING	\$590,326.28
14-0189	CAMPUS IMPROVEMENTS - PHASE 1B	SAN BERNARDNIO	ROADWAY ENGINEERING	\$192,725.00
14-0190	TRAFFIC SIGNAL ON MOJAVE DR. AND EAST TRAIL	VICTORVILLE	CITY OF VICTORVILLE	\$417,738.30
14-0191	ATP CYCLE II	ONTARIO	ROADWAY ENGINEERING	\$64,569.00
14-0192	CONTRACT D2 OFF-SITE STREET IMPROVEMENTS	IRVINE	ALL AMERICAN ASPHALT	\$983,324.57
14-0193	KARMA AUTOMOTIVE ST. IMPROVEMENTS	IRVINE	CALIFORNIA COMMERCIAL	\$530,840.19
14-0194	FOOTHILL BLVD. AND PALM DR. TRAFFIC SIGNALS	AZUSA	CITY OF AZUSA	\$256,174.51
14-0195	MOFFETT DR. AND LEGACY RD.	TUSTIN	SUKUT CONSTRUCTION	\$1,853,032.20
14-0196	FOSTER RD. SIDE PANEL IMPROVEMENTS	NORWALK	SHAWNAN	\$615,810.52
14-0197	TRAFFIC SIGNALS AT LA TIJERA BLVD. & 74TH ST.	LOS ANGELES	BUILDGROUP	\$178,586.08
14-0198	TEMP. VDS AT PERRIS BLVD. AND JFK DR.	MORENO VALLEY	HERMAN WEISSKER	\$134,104.78
14-0199	TS MOD.AT CLARK ST. AND BOX SPRINGS RD.	MORENO VALLEY	WERMERS MULTI-FAMILY CORP.	\$226,385.08
14-0200	ARTERIAL STREET RESURFACING - ALONDRA BLVD.	PARAMOUNT	ALL AMERICAN ASPHALT	\$267,200.00
14-0201	STATE COLLEGE BLVD. GRADE SEPARATION	FULLERTON	STEINY ELECTRIC	\$33,735.94
14-0202	MADISON AVE. APARTMENTS	MURRIETA	STEINY ELECTRIC	\$35,539.19
14-0203	INTERSECTION IMPROVEMENTS AT PCH	LOMITA	GRIFFITH COMPANY	\$598,271.17
14-0204	FREEWAY AND ARTERIAL SIGNAL SYNCH.	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$649,185.92
14-0205	PENNSYLVANIA AVE. AND 26TH ST.	SANTA MONICA	STEINY ELECTRIC	\$94,252.38
14-0206	GILMAN SPRINGS RD. AND SH-79 NB RAMP	GILMAN SPRINGS	ALL AMERICAN ASPHALT	\$207,573.00
14-0207	RYON AND ALONDRA	BELLFLOWER	ALL AMERICAN ASPHALT	\$7,200.00
14-0208	SOTO ST. BRIDGE	LOS ANGELES	STEINY ELECTRIC	\$1,053.12
14-0209	WESTFIELD	CENTURY CITY	STEINY ELECTRIC	\$1,053.12
14-0210	BAKER ST. APARTMENTS	COSTA MESA	STEINY ELECTRIC	\$2,106.23
14-0211	CSULB MSX UTILITIES INFRASTRUCTURE UPGRADE	LONG BEACH	C.W. DRIVER	\$10,500.00
14-0212	LOS TRANCOS/EAST PELTASON TRAFFIC SIGNALS	IRVINE	UC IRVINE	\$329,905.38
14-0213	ACCESSIBLE PEDESTRIAN SIGNALS	ALISO VIEJO	CITY OF ALISO VIEJO	\$100,285.00
14-0214	LOS TRANCOS SERVICE ROAD	IRVINE	UC IRVINE	\$255,326.01
14-0215	CONTRACT D1 ON-SITE STREET IMPROVEMENTS	IRVINE	HILLCREST CONTRACTING	\$233,580.03
14-0216	VAN NUYS FIRE STATION NO. 39	LOS ANGELES	FORD E.C., INC.	\$232,918.27
14-0217	UCLA STEAM LINE	LOS ANGELES	KSE UNDERGROUND UTILITIES	\$6,862.44
14-0218	KRAEMER JUNCTION	KRAEMER JUNCTION	KEIWIT	\$2,123,291.30
14-0219	SAFE ROUTES TO SCHOOL CYCLE 10	SOUTH GATE	CITY OF SOUTH GATE	\$456,258.25
14-0220	IMPERIAL HIGHWAY IMPROVEMENTS	INGLEWOOD	SHAWNAN	\$1,250,875.67
14-0221	STREET LIGHT MODERNIZATION	SANTA MONICA	CITY OF SANTA MONICA	\$1,551,362.84
14-0222	TALARIA TRAFFIC SIGNALS	BURBANK	MCCORMICK CONSTRUCTION	\$231,902.00
14-0223	SB47697 SANTA ANITA & GARVEY LL	EL MONTE	PR CONSTRUCTION	\$9,904.00

14-0224	FASTPRK SENSOR SYSTEM (WARDLOW STATION)	LONG BEACH	WORLDSENSING	\$27,807.02
14-0225	HOBART INTERMODAL FACILITY (BNSF)	LOS ANGELES	GRANITE CONSTRUCTION	\$662,604.00
14-0226	RESIDENTIAL STREET LIGHTING UPGRADE	DOWNEY	CITY OF DOWNEY	\$66,072.36
14-0227	1701 E. EDINGER AVE. BUILDING J	SANTA ANA	VALIN CORPORATION	\$13,188.21
14-0228	EUCLID AND BICKMORE CHINO	CHINO	HILLCREST CONTRACTING	\$0.00
14-0229	WASHINGTON AVE. TRACT 31467 OFFSITE	MURRIETA	HILLCREST CONTRACTING	\$436,642.00
14-0230	LOS SERRANOS INFRASTRUCTURE IMPROVEMENTS	CHINO HILLS	LOS ANGELES ENGINEERING	\$363,999.29
14-0231	1274W PERRIS & ELDER BOOSTER PUMP STATION	MORENO VALLEY	RSH CONSTRUCTION SERVICES	\$95,500.00
14-0232	PETERS CANYON CHANNEL	TUSTIN	KEC ENGINEERING	\$440,448.70
14-0233	2018 PAVEMENT REHABILITATION	CULVER CITY	ALL AMERICAN ASPHALT	\$49,198.05
14-0235	CITRUS AVE. AND CASA GRANDE AVE./KNOX AVE.	FONTANA	SC FONTANA DEVELOPMENT CO.	\$535,400.84
14-0236	SAND CANYON (PA-31) FREE RIGHT TURN	IRVINE	HILLCREST CONTRACTING	\$133,551.04
14-0237	RENAISSANCE PARKWAY AYALA DR. IMPROV.	RIALTO	ALL AMERICAN ASPHALT	\$481,731.76
14-0238	LAKE ST./I-15 OFF RAMP & STREET IMPROVEMENTS	LAKE ELSINORE	RJ NOBLE COMPANY	\$419,214.19
14-0239	4TH STREET TCP - STORM DRAIN	RANCHO CUCAMONGA	MURRIETA DEVELOPMENT CO.	\$17,178.98
14-0240	MISSION ST. IMPROVEMENT	SOUTH PASADENA	AMERICAN ASPHALT SOUTH	\$71,746.08
14-0241	TRAFFIC SIGNAL UPGRADES - PHASE III	DIAMOND BAR	CITY OF DIAMOND BAR	\$413,975.50
14-0242	UPTOWN SURFACE LOT	WHITTIER	EXCEL PAVING	\$125,012.04
14-0243	2018-2020 SITE IMPROVEMENTS	LOS ANGELES	SHAWNAN	\$14,453.93
14-0244	ORANGE COUNTY GREAT PARK	IRVINE	SUKUT CONSTRUCTION	\$523,308.34
14-0245	EXTERIOR LED LIGHT. CONVERSION AT VARIOUS	CARSON	CITY OF CARSON	\$303,000.00
14-0246	STREET RESURFACING PROGRAM	TEMPLE CITY	ALL AMERICAN ASPHALT	\$4,710.00
14-0247	ARTERIAL SPEED MANAGEMENT PROJECT	PASADENA	CITY OF PASADENA	\$97,940.00
14-0248	GENE AUTRY WAY	ANAHEIM	GRIFFITH COMPANY	\$1,707,052.54
14-0249	EL SEGUNDO BLVD. MOBILITY IMPROVEMENT	HAWTHORNE	SHAWNAN	\$2,204,218.39
14-0250	MURRIETA COMMONS	MURRIETA	PRIMUS CONTRACTING GROUP	\$235,249.60
14-0251	WARNER AVE. & SUNFLOWER TS MODIFICATION	SANTA ANA	CITY OF SANTA ANA	\$72,752.00
14-0252	PARKPLACE III	ONTARIO	ALL AMERICAN ASPHALT	\$63,212.00
14-0253	MEDIA DISTRICT SIGNAL PROJECT - PHASE 1	BURBANK	CITY OF BURBANK	\$2,216,194.60
14-0254	MERIDIAN - BARTON RD. STREET IMPROVEMENTS	RIVERSIDE	ALL AMERICAN ASPHALT	\$276,035.03
14-0255	BNSF OVERHEAD BRIDGE TO LOT 5	SAN BERNARDINO	AMES CONSTRUCTION, INC.	\$573,605.37
14-0256	SAN BERNARDINO STREET REHABILITATION	MONTCLAIR	ALL AMERICAN ASPHALT	\$69,242.00
14-0258	HARLEY KNOX BLVD	PERRIS	ALL AMERICAN ASPHALT	\$971,933.77
14-0259	STREET, TRAFFIC SIGNAL AND LANDSCAPE	HIGHLAND	CITY OF HIGHLAND	\$694,557.40
14-0261	FERN AVE. AND EUCALYPTUS AVE.	CHINO	LENNAR HOMES	\$342,686.00
14-0263	PAVEMENT REHABILITATION PROGRAM	TEMECULA	RJ NOBLE COMPANY	\$21,223.37
14-0264	SB-1 MAINTENANCE AND TRAFFIC IMPROVEMENTS	RIVERSIDE	EBS	\$381,370.91
14-0265	GREEN VALLEY BACKBONE GRADING	PERRIS	GREEN VALLEY RECOVERY	\$42,491.00

14-0266	PROTECTED PERMISSIVE LEFT TURN PHASING	IRVINE	CITY OF IRVINE	\$820,036.58
14-0267	FLETCHER PARKWAY INTERCONNECT IMPROV.	LA MESA	CITY OF LA MESA	\$502,136.93
14-0268	FASTPARK	LOS ANGELES	WORLDSENSING	\$18,691.68
14-0269	STEVENSON PARK	CARSON	CITY OF CARSON	\$58,574.00
14-0271	"A" ST. AT IRVINE BLVD.	IRVINE	HILLCREST CONTRACTING	\$274,927.90
14-0272	SAN JOSE CREEK WATER RECLAMATION PLANT	WHITTIER	SAK CONSTRUCTION, LLC	\$95,542.00
14-0273	DINAH SHORE DRIVE	CATHEDRAL CITY	ALL AMERICAN ASPHALT	\$11,631.56
14-0274	SAN DIMAS AVE. PAVEMENT REHABILITATION	SAN DIMAS	ALL AMERICAN ASPHALT	\$45,700.00
14-0275	OLYMPIAD RD./FELIPE RD. TRAFFIC SIGNAL	MISSION VIEJO	CITY OF MISSION VIEJO	\$357,100.00
14-0276	WORLD OIL HEAT TRACE - DKE	LOS ANGELES	VALIN CORPORATION	\$7,603.20
14-0277	PAVEMENT MANAGEMENT PROGRAM	HIGHLAND	ALL AMERICAN ASPHALT	\$158,040.00
14-0278	ARTERIAL STREET RESURFACING	PARAMOUNT	ALL AMERICAN ASPHALT	\$216,600.00
14-0279	AT&T CONDUITS - MOFFETT & LEGACY	TUSTIN	AT&T	\$194,580.00
14-0280	PORTOLA PARKWAY OFF-SITE STREET IMPROV.	IRVINE	RJ NOBLE COMPANY	\$274,796.05
14-0281	FY 2017-2018 STREETLIGHT IMPROVEMENT	NEWPORT BEACH	CITY OF NEWPORT BEACH	\$513,304.03
14-0282	I-215 AT SCOTT RD. INTERCHANGE IMPROVEMENTS	MENIFEE	GUY F. ATKINSON	\$2,339,483.33
14-0283	LIMONITE AVE. AT I-15 INTERCHANGE IMPROV.	EASTVALE	GUY F. ATKINSON	\$2,898,004.44
14-0284	PHASE 1 SLURRY SEAL - ARTERIAL REHAB.	MORENO VALLEY	ALL AMERICAN ASPHALT	\$107,700.00
14-0285	BIKE NETWORK LINKAGES TO EXPO LINE RAIL	SANTA MONICA	CITY OF SANTA MONICA	\$4,735,814.65
14-0286	ADVANCED TRAFFIC MANAGEMENT PHASE 5	SANTA MONICA	CITY OF SANTA MONICA	\$2,084,665.68
14-0287	NORTH SPRING ST. BRIDGE PHASE 2	LOS ANGELES	UNITED ENGINEERING	\$451,028.73
14-0288	TRANSFER TABLE REPLACEMENT	COLTON	GRANITE CONSTRUCTION	\$522,680.17
14-0289	REPLACE OLD HEAT TRACE WIRE	SOUTH GATE	WORLD OIL CORPORATION	\$1,777.60
14-0290	ADA CURB RAMP IMPROVEMENTS	HERMOSA BEACH	EBS	\$80,440.69
14-0291	INDIAN CANYON DR.	PALM SPRINGS	CITY OF PALM SPRINGS	\$4,930,262.26
14-0292	MEADOWS ARBORETUM	FONTANA	SULLY-MILLER CONTRACTING	\$174,560.00
14-0294	DUARTE RD.	ARCADIA	CITY OF ARCADIA	\$921,236.33
14-0295	OVERHILL DR LA BREA AVE. TO SLAUSON AVE.	LOS ANGELES	<b>GRIFFITH COMPANY</b>	\$286,118.10
14-0296	INDIAN AVE. AND MARKHAM ST. TRAFFIC SIGNAL	PERRIS	HILLCREST CONTRACTING	\$195,260.65
14-0297	CITRUS AVE. STREET IMPROVEMENTS	FONTANA	ALL AMERICAN ASPHALT	\$53,606.58
14-0298	AVENIDA VISTA HERMOSA	SAN CLEMENTE	ALL AMERICAN ASPHALT	\$26,478.00
14-0299	REROUTE OF TRAFFIC SIGNAL CONDUIT	CULVER CITY	BERGELECTRIC CORPORATION	\$5,021.90
14-0300	PRAIRIE AVE. IMPROVEMENT PROJECT - PHASE 1	HAWTHORNE	CITY OF HAWTHORNE	\$3,430,823.34
14-0301	1ST STREET AND HERBERT AVE. TRAFFIC SIGNALS	LOS ANGELES	COUNTY OF LOS ANGELES	\$956,986.09
14-0302	VISTA CHINO TRAFFIC SIGNALS	PALM SPRINGS	CITY OF PALM SPRINGS	\$1,035,543.29
14-0303	REPAIR SIC CABLE AT LAGUNA CANYON	IRVINE	ARIZONA PIPELINE	\$9,500.00
14-0304	PALM AVE. AND CAMINO AVENNTURA TS	DESERT HOT SPRINGS	CITY OF DESERT HOT SPRINGS	\$400,492.39
14-0305	24960 MICHELE ROAD	PERRIS	DUKE REALTY	\$134,937.66
14-0306	ARCHIBALD SL AND FIBER OPTIC	ONTARIO	CITY OF ONTARIO	\$146,780.40

14-0307	TRAFFIC SIGNAL INSTALLATION & MODIFICATION	GLENDALE	CITY OF GLENDALE	\$2,192,531.44
14-0308	PHANTOM WEST STREET LIGHTING	VICTORVILLE	CITY OF VICTORVILLE	\$155,494.00
14-0309	HSIP INTERSECTION IMPROVEMENTS	LA QUINTA	CITY OF LA QUINTA	\$828,214.00
14-0310	FIBER OPTIC CONNECTION	FULLERTON	CITY OF FULLERTON	\$91,562.27
14-0311	6501 MELROSE AVE.	LOS ANGELES	FORZA CONSTRUCTION INC.	\$21,500.00
14-0312	HIGH INTENSITY ACTIVATED CROSSWALK	ROSEMEAD	CITY OF ROSEMEAD	\$109,629.00
14-0313	PORTOLA SPRINGS (PA-6) ENCLAVE 5B BASIN 70A	IRVINE -	ALL AMERICAN ASPHALT	\$217,500.00
14-0314	PORTOLA SPRINGS (PA-6) ENCLAVE 5B BASIN 70B	IRVINE	ALL AMERICAN ASPHALT	\$215,700.00
14-0315	AVENUE 48 STREET IMPROVEMENT	COACHELLA	GRANITE CONSTRUCTION	\$428,363.19
14-0316	EDINGER AVE. REGIONAL TS SYNCHRONIZATION	IRVINE	CITY OF IRVINE	\$1,139,388.00
14-0317	MERRILL AVE. AT OLEANDER AVE.	FONTANA	CITY OF FONTANA	\$589,690.85
14-0318	TRAFFIC SIGNAL BATTERY BACKUP SYSTEM	DUARTE	CITY OF DUARTE	\$303,288.44
14-0319	MERIDIAN PARKWAY	RIVERSIDE	LEWIS MANAGEMENT CORP.	\$726,271.06
14-0320	PEDESTRIAN SAFETY IMPROVEMENTS	MANHATTAN BEACH	CITY OF MANHATTAN BEACH	\$268,281.38
14-0322	WALKWAY LIGHTING IMPROVEMENT	DOWNEY	CITY OF DOWNEY	\$56,538.00
14-0323	DOUGLAS STREET PAVING	EL SEGUNDO	ALL AMERICAN ASPHALT	\$66,800.00
14-0324	STREET LIGHT CONDUIT INSTALLATION	PALM DESERT	CITY OF PALM DESERT	\$81,608.00
14-0325	CORONA - HARRISON ST. AND MAIN ST.	CORONA	WERMERS MULTI-FAMILY	\$8,500.00
14-0326	ALTON PARKWAY STREET IMPROVEMENTS	IRVINE	ALL AMERICAN ASPHALT	\$8,000.00
14-0327.2.1	<b>RCMU FIBER - VICTORIA GARDENS</b>	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$96,522.58
14-0327.2.2	RCMU FIBER - INYO	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$26,478.46
14-0327.2.4	RCMU FIBER - VICTORIA GARDENS DISTRIBUTION	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$65,367.51
14-0327.4.0	RCMU FIBER - HAVEN AND CHURCH CONDUIT	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$41,480.45
14-0327.8	RCMU FIBER - PREMIER SWIM ACADEMY	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$4,135.98
14-0327.9	RCMU FIBER - PUBLIC SAFETY FACILITY	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$220,383.01
14-0327.10	RCMU FIBER - DAY CREEK VILLAS SR APT	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$118,178.50
14-0327.11	RCMU FIBER - CADENCE SENIOR LIVING CENTER	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$60,887.32
14-0327.12	<b>RCMU FIBER - ARROWHEAD CREDIT UNION</b>	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$38,301.43
14-0327.13	RCMU FIBER - ASPIRE SALON STUDIO	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$22,152.06
14-0328	RIALTO METROLINK PARKING LOT EXPANSION	RIALTO	EXCEL PAVING	\$203,569.76
14-0329	POINSETTIA LANE BRIDGE	CARLSBAD	ORTIZ ENTERPRISES, INC.	\$327,982.00
14-0330	LA SIERRA AVE. RESURFACING	RIVERSIDE	ALL AMERICAN ASPHALT	\$133,490.00
14-0331	2019 PAVEMENT REHABILITATION	CULVER CITY	ALL AMERICAN ASPHALT	\$226,606.88
14-0332	EDINGER AVE. REHABILITATION	HUNTINGTON BEACH	ALL AMERICAN ASPHALT	\$28,675.17
14-0333	SANTA CLARITA VALLEY SHERIFF'S STATION	SANTA CLARITA	TORO ENTERPRISES	\$528,756.06
14-0334	4TH ST. EXTENSION	BEAUMONT	GRANITE CONSTRUCTION	\$1,282,567.55
14-0335	ETHANAC RD. WIDENING PROJECT	PERRIS	ALABASSI	\$14,000.00
14-0336	STREET LIGHT CONDUIT INSTALLATION	REDLANDS	CITY OF REDLANDS	\$66,797.00
14-0337	CYCLE 5 GRANT TRAFFIC SIGNAL	MANHATTAN BEACH	CITY OF MANHATTAN BEACH	\$407,875.69
14-0338	MONROVIA RENEWAL NORTH SECTION	MONROVIA	SULLY-MILLER CONTRACTING	\$943,314.86

14-0339	HOT SPOT INTERSECTION PROJECT	PICO RIVERA	SEQUEL CONTRACTORS	\$225,165.00
14-0340	YORBA AVE. AND LOS SERRANOS COUNTRY CLUB	CHINO HILLS	ONYX PAVING	\$61,880.00
14-0342	PINE & MILL CREEK	CHINO	GRAY WEST CONSTRUCTION	\$8,500.00
14-0343	FIRE STATION NO. 5 / LIBRARY FIBER OPTIC	NEWPORT BEACH	TELACU	\$40,866.00
14-0344	HUNTINGTON DR. TRAFFIC SIGNALS	ARCADIA	CITY OF ARCADIA	\$704,868.41
14-0345	COVINA 3 TRAFFIC SIGNALS	COVINA	CITY VENTURES	\$285,141.44
14-0346	LIMONITE AVENUE	JURUPA VALLEY	CITY OF JURUPA VALLEY	\$153,421.63
14-0347	SIGNAL SYNCHRONIZATION	HUNTINGTON PARK	CITY OF HUNTINGTON PARK	\$1,013,928.64
14-0348	TRAFFIC SIGNAL REHABILITATION 2018-19	NEWPORT BEACH	CITY OF NEWPORT BEACH	\$874,570.28
14-0349	INGLEWOOD AVE. IMPROVEMENTS	LAWNDALE	EXCEL PAVING	\$532,474.90
14-0351	TARGET T2479 SUNSET 2020	LOS ANGELES	WHITING-TURNER	\$1,319,374.00
14-0352	WILSHIRE PARKING LOT STALLS	FULLERTON	HARDY AND HARPER	\$13,000.00
14-0354	DEL MAR BLVD. AND WILSON AVE. TS	PASADENA	BERGELECTRIC	\$123,076.34
14-0356	AMETHYST AVE. STREET IMPROVEMENTS	RANCHO CUCAMONGA	SEQUEL CONTRACTORS	\$237,479.64
14-0357	2019 CITYWIDE ROADWAY IMPROVEMENT PROJECT	LAKE FOREST	ALL AMERICAN ASPHALT	\$411,181.05
14-0358	DOWNTOWN VILLAGE PARKING LOT	GLENDORA	ALL AMERICAN ASPHALT	\$0.00
14-0359	MONROE ST. TRAFFIC SIGNAL INTERCONNECT	INDIO	CITY OF INDIO	\$689,680.39
14-0360	SMO - REUSE OF EXCESS AIRFIELD PAVEMENT	SANTA MONICA	SULLY-MILLER CONTRACTING	\$272,242.61
14-0361	PARAMOUNT BLVD. AND SOMERSET RANCH RD.	SOUTH GATE	CITY OF SOUTH GATE	\$26,925.00
14-0362	TUSTIN RANCH RD.	TUSTIN	HILLCREST CONTRACTING	\$506,981.02
14-0363	MEADOWS ARBORETUM	FONTANA	SULLY-MILLER CONTRACTING	\$86,262.00
14-0364	DUNE PALMS ROAD WIDENING	LA QUINTA	JACOBSSON ENGINEERING	\$171,572.80
14-0365	VAN BUREN BLVD. PHASE III WIDENING	RIVERSIDE	ALL AMERICAN ASPHALT	\$954,538.46
14-0366	ALESSANDRO COMMERCE CENTER	RIVERSIDE	FULLMER CONSTRUCTION	\$288,489.00
14-0367	ONTARIO RANCH RD. AND "A" ST.	ONTARIO	LENNAR HOMES	\$569,106.83
14-0368	LAWLESS RD. AND PIGEON PASS RD.	MORENO VALLEY	HILLCREST CONTRACTING	\$14,550.00
14-0370	GOTHARD ST. AND CENTER AVE. TRAFFIC SIGNAL	HUNTINGTON BEACH	CITY OF HUNTINGTON BEACH	\$344,902.28
14-0371	VARIOUS STREET IMPROVEMENT PROJECT	HUNTINGTON PARK	SULLY-MILLER CONTRACTING	\$3,400.00
14-0372	WHITTIER BLVD. AND HACIENDA RD.	LA HABRA	EXCEL PAVING	\$330,276.52
14-0373	DOLPHIN PARK	CARSON	CITY OF CARSON	\$41,426.00
14-0374	2017/2018 CDBG STREET IMPROVEMENTS	RIVERSIDE	SEQUEL CONTRACTORS	\$61,593.59
14-0376	NANDINA INDUSTRIAL CENTER	MORENO VALLEY	DUKE REALTY	\$80,200.00
14-0377	WASHINGTON ST. TS INSTALLATIONS	TEMECULA	PULTE HOME COMPANY, LLC	\$954,633.58
14-0378	MAJOR ARTERIAL PAVEMENT REHABILITATION	RANCHO CUCAMONGA	ALL AMERICAN ASPHALT	\$100,085.84
14-0379	FIRESTONE BLVD. STREET IMPROVEMENT	DOWNEY	ALL AMERICAN ASPHALT	\$139,507.88
14-0380	STREET LIGHTING FOR TERRA VISTA PARKWAY	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$118,388.00
14-0381	LOS PATRONES PARKWAY IMPROVEMENTS	RANCHO MISSION VIEJO	SUKUT CONSTRUCTION	\$43,130.51
14-0382	ELECTRIC VEHICLE CHARGING STATIONS	SAN DIMAS	CITY OF SAN DIMAS	\$102,000.00
14-0383	RIVERSIDE DOWNTOWN METROLINK STATION	RIVERSIDE	REYES CONSTRUCTION	\$520,390.19
14-0384	STREET IMPROVEMENTS ON EASTERN AVE.	BELL	EC CONSTRUCTION	\$271,528.86

14-0385	COLLEGE PARK TRAFFIC SIGNAL INTERCONNECT	CHINO	LENNAR HOMES	\$415,470.00
14-0386	ATP CYCLE 3 PALM DR. SAFETY IMPROVEMENTS	DESERT HOT SPRINGS	DESERT CONCEPTS	\$110,700.00
14-0387	CITYWIDE PAVEMENT REHABILITATION	MORENO VALLEY	ALL AMERICAN ASPHALT	\$467,654.34
14-0388	EL PRADO RD. RECONSTRUCTION PROJECT	CHINO	ALL AMERICAN ASPHALT	\$121,049.96
14-0389	RIVERSIDE DR. AND JOY ST.	LAKE ELSINORE	HARDESTY AND ASSOCIATES	\$355,147.89
14-0390	ALAMEDA AVE. AND ROUTE 134 WB RAMPS	BURBANK	MCCORMICK CONSTRUCTION	\$168,859.00
14-0391	<b>RE-WIRE INTERSECTION WASHINGTON/MILES</b>	LA QUINTA	CITY OF LA QUINTA	\$49,285.00
14-0392	2018/2019 SB-1 MAINTENANCE AND TRAFFIC	RIVERSIDE	EBS	\$1,019,399.38
14-0393	TS MODIFICATIONS AND INTERCONNECT	PALM DESERT	CITY OF PALM DESERT	\$602,259.05
14-0394	ONTARIO RANCH LOGISTICS CENTER TS	ONTARIO	ONTARIO LAND VENTURES LLC	\$1,131,215.15
14-0395	PARAMOUNT BLVD. MEDIAN ISLAND	DOWNEY	ALL AMERICAN ASPHALT	\$19,515.82
14-0396	BUTTERFIELD STAGE RD.	TEMECULA	WOODSIDE HOMES	\$1,104,209.22
14-0397	NEW TRAFFIC SIGNAL INSTALLATIONS	BELLFLOWER	CITY OF BELLFLOWER	\$700,476.91
14-0398	TEMP VDS AT RESEARCH AND SCIENTIFIC	IRVINE	ARIZONA PIPELINE	\$21,000.00
14-0399	SENIOR CENTER SCE	PERRIS	CITY OF PERRIS	\$49,903.00
14-0400	EL PASEO PEDESTRIAN IMPROVEMENTS	PALM DESERT	CITY OF PALM DESERT	\$931,355.98
14-0401	SANTA ANA RETAIL CENTER	SANTA ANA	PR CONSTRUCTION	\$6,000.00
14-0402	STREET LIGHTING MODERNIZATION - PACKAGE 2	SANTA MONICA	CITY OF SANTA MONICA	\$0.00
14-0403	INSTALL TRAFFIC SIGNAL CONDUIT	CARSON	RJ NOBLE	\$33,006.09
14-0404	ELECTRIC VEHICLE INFRASTRUCTURE	SAN BERNARDINO	SAN BERNARDINO COUNCIL	\$363,000.00
14-0405	103RD ST. GREEN IMPROVEMENT	LOS ANGELES	SEQUEL CONTRACTORS	\$71,096.64
14-0406	TRAFFIC SIGNALS AT PIERSON BLVD.	DESERT HOT SPRINGS	CITY OF DESERT HOT SPRINGS	\$600,922.54
14-0407	MCCALL BLVD. AND AQUA DR. TS	MENIFEE	LENNAR HOMES	\$537,744.86
14-0408	CITYWIDE TS COMMUNICATION (EAST)	MENIFEE	CITY OF MENIFEE	\$455,740.80
14-0409	MONTEREY RD. STREET IMPROVEMENT	SOUTH PASADENA	EC CONSTRUCTION	\$263,469.09
14-0410	SAN GORGONIO VILLAGE TRAFFIC SIGNAL	BEAUMONT	LYLE PARKS JR. CONSTRUCTION	\$116,416.02
14-0411	TRAFFIC SIGNAL BATTERY BACKUP	CHINO	CITY OF CHINO	\$234,000.00
14-0412	ALICIA PARKWAY ARTERIAL PAVEMENT	LAGUNA NIGUEL	ALL AMERICAN ASPHALT	\$54,000.00
14-0413	TRAFFIC SIGNAL AT WARREN AND AUTO BLVD.	HEMET	CITY OF HEMET	\$290,356.39
14-0414	EDINGER PROTECTED BIKE LANES	SANTA ANA	ALL AMERICAN ASPHALT	\$199,764.20
14-0415	MCCALL MESA TRACT 31098 TRAFFIC SIGNALS	MENIFEE	LENNAR HOMES	\$906,446.07
14-0416	PEDESTRIAN COUNTDOWN SIGNAL IMPR.	WHITTIER	CITY OF WHITTIER	\$347,766.66
14-0418	PINE AVE. STREET IMPROVEMENT	CHINO HILLS	ALL AMERICAN ASPHALT	\$56,000.00
14-0419	SCHOOLSFIRST RH-2 OFFSITE STREET IMPROV.	TUSTIN	C.W. DRIVER	\$357,493.00
14-0420	VALLEY BLVD. OFF-SITE IMPROVEMENTS	RIALTO	BIG BEN ENGINEERING, INC.	\$107,510.00
14-0421	TRAFFIC SIGNAL INTERCONNECT	RANCHO MIRAGE	CITY OF RANCHO MIRAGE	\$2,932,003.00
14-0423	MERIDIAN PARKWAY AND TRUCK ACCESS RD.	RIVERSIDE	PRIMUS BUILDERS, INC.	\$292,200.80
14-0424	HWY 74 AND SOPHIE ST	COUNTY OF RIVERSIDE	COUNTY OF RIVERSIDE	\$500,585.90
14-0425	ATP CYCLE 2 COMMUNITY LINKAGES	LYNWOOD	ALL AMERICAN ASPHALT	\$159,913.97
14-0426	SHERMAN WAY STREETSCAPE IMPROVEMENTS	LOS ANGELES	SULLY-MILLER CONTRACTING	\$279,440.45
14-0427	FIBER OPTICS COMMUNICATION DESIGN/TESTING	GLENDALE	CITY OF GLENDALE	\$149,858.00

14-0428	NUEVO RD. BRIDGE RECONSTRUCTION	PERRIS	ALABBASI	\$344,270.00
14-0429	ATLANTIC BLVD CORRIDOR IMPROVEMENT	COMMERCE	SHAWNAN	\$184,763.47
14-0431	HIGHLAND SPRINGS AVE. IMPROVEMENTS	BANNING	ALL AMERICAN ASPHALT	\$1,118,729.56
14-0433	PALMDALE RD. AND MCART RD.	VICTORVILLE	DESERT DESIGN BUILDERS	\$358,576.18
14-0434	POTHOLING LEGACY PARK IMPROVEMENT	CHINO	LEWIS MANAGEMENT CORP.	\$20,000.00
14-0435	GARFIELD AVE. AT RANDOLPH ST.	LOS ANGELES	COUNTY OF LOS ANGELES	\$667,037.52
14-0436	(2) TRAFFIC SIGNAL CABINETS	REDLANDS	CITY OF REDLANDS	\$169,236.86
14-0437	CITYWIDE BICYCLE AND PEDESTRIAN IMPROV.	RIVERSIDE	CITY OF RIVERSIDE	\$971,471.62
14-0438	ORCHARD HILLS BASIN REWORK	IRVINE	<b>KEC ENGINEERING</b>	\$69,647.88
14-0439	<b>INNOVATION PARK OFFSITE - SAND CANYON</b>	IRVINE	HILLCREST CONTRACTING	\$280,236.29
14-0440	PALM DR. STREET LIGHTING AND SAFETY IMPROV	DESERT HOT SPRINGS	ALL AMERICAN ASPHALT	\$714,549.27
14-0441	INGLEWOOD INTERMODAL TRANSIT/PARK	INGLEWOOD	GRIFFITH COMPANY	\$356,820.00
14-0442	UNION SOUTH BAY	CARSON	KATERRA CONSTRUCTION LLC	\$160,708.75
14-0443	TR19006 ORCHARD HILLS	IRVINE	HILLCREST CONTRACTING	\$1,497.69
14-0444	ATP CYCLE III - SAFE ROUTES TO SCHOOL	ONTARIO	EPSILON ENGINEERING	\$64,452.00
14-0445	THE MERGE OFFSITE & RETAIL	EASTVALE	FULLMER CONSTRUCTION	\$538,437.00
14-0446	CULVER DR. AND IRVINE BLVD.	IRVINE	HILLCREST CONTRACTING	\$92,241.85
14-0447	CROSSWALK UPGRADES PHASE II	SANTA ANA	CITY OF SANTA ANA	\$288,106.20
14-0448	CITYWIDE TS COMMUNICATION (WEST)	MENIFEE	CITY OF MENIFEE	\$484,577.24
14-0449	FLORENCE AVE. WIDENING	SANTA FE SPRINGS	HARDY AND HARPER	\$522,422.26
14-0450	TRAFFIC MANAGEMENT CENTER	FONTANA	CITY OF FONTANA	\$1,259,299.83
14-0451	HAMNER PLACE	EASTVALE	LYLE PARKS JR. CONSTRUCTION	\$263,454.08
14-0452	MIDTOWN COMMERCIAL TRAFFIC SIGNAL	BURBANK	CITY OF BURBANK	\$3,004,555.26
14-0453	INNOVATION PARK (SPECTRUM 7) ON-SITE	IRVINE	HILLCREST CONTRACTING	\$428,252.65
14-0454	BREA BLVD. RECONSTRUCTION	FULLERTON	HARDY AND HARPER	\$119,609.43
14-0455	CASCADE STREET IMPROVEMENTS	ONTARIO	ALL AMERICAN ASPHALT	\$126,281.00
14-0456	SUNDANCE CORPORATE CENTER	BEAUMONT	LISTER CONSTRUCTION	\$273,042.00
14-0457	HIGHLAND AVE. REHABILITATION PROJECT	GLENDALE	VART CONSTRUCTION, INC.	\$25,709.94
14-0459	HARLEY KNOX BLVD. AND REDLANDS AVE.	PERRIS	HILLCREST CONTRACTING	\$29,677.00
14-0460	SAN JACINTO AVE. AND REDLANDS AVE. TS	PERRIS	CITY OF PERRIS	\$27,811.00
14-0461	BICKMORE AVE.	CHINO	HILLCREST CONTRACTING	\$683,804.97
14-0462	INSTALLATION OF EV CHARGING EQUIPMENT	BREA	PREFERRED POWER SOLUTIONS	\$28,475.00
14-0463	TAHQUITZ CANYON WAY AND CIVIC DR. TS	PALM SPRINGS	CITY OF PALM SPRINGS	\$436,624.08
14-0464	HAVEN AVE. AT MERRILL AVE. TRAFFIC SIGNALS	ONTARIO	LENNAR	\$369,837.58
14-0465	WILMINGTON AVE. IMPROVEMENTS	COMPTON	SUPERIOR PAVEMENT MARKINGS	\$697,928.49
14-0467	HAWK SIGNAL AT GAGE AVE.	HUNTINGTON PARK	CITY OF HUNTINGTON PARK	\$194,731.00
14-0468	VARIOUS ARTERIAL AND RESIDENTIAL STREETS	GARDEN GROVE	RJ NOBLE	\$91,754.03
14-0469	NEW TS AT GARFIELD AVE. AND MULLER ST.	BELL GARDENS	CITY OF BELL GARDENS	\$305,717.02
14-0470	WALMART STORE NO. 2077-07	LAKE ELSINORE	SHAMES CONSTRUCTION CO., LTD	\$261,104.10
14-0471	RRFB FIVE POINT	IRVINE	RJ NOBLE	\$36,000.00
14-0472	PEDESTRIAN SAFETY IMPROVEMENTS	ORANGE	CITY OF ORANGE	\$145,772.00

14-0474	CITYWIDE PAVEMENT REHABILITATION	MORENO VALLEY	HARDY AND HARPER	\$455,500.00
14-0475	LAS VIRGENES RD. TRAFFIC SIGNALS	LOS ANGELES	COUNTY OF LOS ANGELES	\$146,847.00
14-0476	FLOWER STREET BIKEWAY	SANTA ANA	CITY OF SANTA ANA	\$757,163.09
14-0477	SAN FERNANDO ROAD REHABILITATION	GLENDALE	GJ GENTRY	\$21,003.12
14-0478	STERLING AVE.	SAN BERNARDINO	ONYX PAVING	\$93,230.33
14-0479	LYONS AVENUE AT APPLE STREET	SANTA CLARITA	CITY OF SANTA CLARITA	\$130,099.00
14-0480	E. ANAHEIM ST. AND ATLANTIC AVE.	LONG BEACH	PR CONSTRUCTION	\$41,197.79
14-0481	3670 W. IMPERIAL HIGHWAY STREET LIGHT	HAWTHORNE	POURNAMDARI, INC.	\$20,388.00
14-0482	PEDESTRIAN HYBRID BEACON	MORENO VALLEY	SIDRA GROUP INC.	\$135,507.51
14-0483	FY 2019/20 FLASHING YELLOW ARROW	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$287,056.83
14-0484	LONG BEACH BLVD. / 105 FWY INTERCHANGE	LYNWOOD	HARDY AND HARPER	\$16,938.91
14-0485	A STREET IMPROVEMENTS	PERRIS	HILLCREST CONTRACTING	\$203,256.19
14-0486	KATELLA AVE. WIDENING	ANAHEIM	ARCHICO DESIGN AND BUILD	\$718,892.51
14-0487	ADVANCED TRAFFIC MANAGEMENT	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$1,166,626.80
14-0488	N. VERDUGO RD. TRAFFIC SIGNALS	GLENDALE	CITY OF GLENDALE	\$3,104,823.35
14-0489	CONDUIT ALONG BOB HOPE DR	RANCHO MIRAGE	CITY OF RANCHO MIRAGE	\$24,360.00
14-0490	2020 SPRING PAVEMENT MANAGEMENT PROGRAM	LANCASTER	SULLY-MILLER CONTRACTING	\$581,739.19
14-0491	CV LINK ON-STREET CLASS IV AND NEV PATH	PALM DESERT	GRANITE CONSTRUCTION	\$208,782.33
14-0492	CHAKEMCO ST. IMPROVEMENT	SOUTH GATE	HARDY AND HARPER	\$68,281.74
14-0493	3190 ALABAMA STREET IMPROVEMENTS	REDLANDS	DUKE REALTY	\$40,701.00
14-0494	20519 - GLENDORA	GLENDORA	CAL PACIFIC CONSTRUCTORS, INC.	\$17,215.00
14-0495	UPGRADE EXISTING MARKED CROSSWALKS	MORENO VALLEY	CITY OF MORENO VALLEY	\$289,800.00
14-0498	VENTURA BLVD: TYRONE AVE: MOORPARK	SHERMAN OAKS	PACIFIC STAR CAPITAL	\$344,573.53
14-0499	TRAFFIC SIGNAL IMPROVEMENTS	CATHEDRAL CITY	CITY OF CATHEDRAL CITY	\$1,569,506.54
14-0500	MERRILL AND HAVEN AVE. STREET IMPROVE	ONTARIO	ALL AMERICAN ASPHALT	\$31,627.00
14-0502	TRAFFIC SIGNAL INSTALLATION	GARDEN GROVE	CITY OF GARDEN GROVE	\$794,496.00
14-0503	CASMALIA ST. IMPROVEMENT PROJECT	RIALTO	HARDY AND HARPER	\$92,475.00
14-0505	LOOP REPAIR ON PHILADELPHIA AND GROVE	ONTARIO	PR CONSTRUCTION	\$3,500.00
14-0506	VAN VLIET STREET LIGHTING	CHINO	LEWIS MANAGEMENT CORP.	\$265,720.15
14-0507	LA BREA AND QUEEN RE-WIRE	INGLEWOOD	INLAND ENGINEERING SERVICES	\$19,637.00
14-0508	HIGHLAND FAIRVIEW - CORPORATE PARK PHASE III	MORENO VALLEY	MILLIE AND SEVERSON	\$673,059.20
14-0509	COLORADO ST. AND COLUMBUS AVE.	GLENDALE	HARDY AND HARPER	\$540,055.78
14-0510	VERNOLA MARKET PLACE	JURUPA VALLEY	WERMERS MULTI-FAMILY CORP.	\$3,720.00
14-0511	9180 ALABAMA OFFSITE PACKAGE	REDLANDS	ALL AMERICAN ASPHALT	\$82,174.83
14-0512	FOOTHILL BLVD. PAVEMENT REHABILITATION	RANCHO CUCAMONGA	ALL AMERICAN ASPHALT	\$142,906.61
14-0513	VINEYARD AVE. AT SAN BERNARDINO RD.	RANCHO CUCMONGA	CITY OF RANCHO CUCAMONGA	\$109,323.00
14-0515	GOETZ RD. WIDENING IMPROVEMENTS	PERRIS	ALABBASI	\$701,785.43
14-0516	SIERRA AVE. PAVEMENT REHABILITATION	NORCO	ONYX PAVING	\$34,342.00
14-0519	BRIGGS RD. AND EVENING GLOW DR. TS	FRENCH VALLEY	COUNTY OF RIVERSIDE	\$327,932.48
14-0520	SYCAMORE CANYON BLVD. AND MINNESOTA WAY	BOX SPRINGS	COUNTY OF RIVERSIDE	\$459,023.00
14-0521	TRAFFIC SIGNAL LEFT TURN PHASING UPGRADE	CULVER CITY	CITY OF CULVER CITY	\$1,813,264.86

14-0523	BASELINE ROAD IMPROVEMENT PROJECT	RIALTO	ALL AMERICAN ASPHALT	\$36,853.14
14-0525	GROVE, MERRILL AND FLIGHT AVE.	CHINO	ALL AMERICAN ASPHALT	\$135,224.76
14-0526	GROVE, FLIGHT AND MERRILL AVE. TS	CHINO	MILLIE AND SEVERSON	\$852,312.51
14-0527	TS FOR BOX CULVERT - CACTUS/VETERAN'S WAY	MORENO VALLEY	LEWIS MANAGEMENT CORP.	\$8,200.00
14-0528	BEVERLY CENTER RENOVATION	LOS ANGELES	BERGELECTRIC	\$14,364.40
14-0529	GILBERT ST. / IDAHO ST. REGIONAL TS SYNCH.	FULLERTON	CITY OF FULLERTON	\$232,465.15
14-0530	PALOMAR AVE. WIDENING PROJECT	YUCCA VALLEY	ALL AMERICAN ASPHALT	\$124,124.09
14-0531	MERIDIAN K4 SIGNALS	MORENO VALLEY	LEWIS MANAGEMENT CORP.	\$843,440.26
14-0533	SADDLEBACK COLLEGE (T/M)	MISSION VIEJO	<b>RJ NOBLE</b>	\$37,166.63
14-0534	EL SEGUNDO BLVD. AND DOTY AVE.	HAWTHORNE	SHAWNAN	\$5,557.00
14-0535	EUCALYPTUS AVE. STREET IMPROVEMENTS	ONTARIO	ALL AMERICAN ASPHALT	\$64,385.00
14-0536	ROSECRANS AVE. RESURFACING PROJECT (T/M)	MANHATTAN BEACH	ALL AMERICAN ASPHALT	\$20,469.26
14-0537	HUNTER COURT	LAKE FOREST	ELEVEN WESTERN BUILDERS, INC.	\$99,887.06
14-0538	PRAIRIE AVE. IMPROVEMENT PROJECT - PHASE II	HAWTHORNE	SHAWNAN	\$518,485.05
14-0541	MAJOR STREET REHABILITATION	POMONA	ALL AMERICAN ASPHALT	\$1,218,860.45
14-0542	SOLAR RADAR SPEED SIGNS	RIVERSIDE	LEWIS MANAGEMENT CORP.	\$12,170.00
14-0543	ADVANCED DILEMMA ZONE DETECTION ZONE	MORENO VALLEY	CITY OF MORENO VALLEY	\$790,076.62
14-0545	REPLACE DAMAGED TS POLE SHAFT	DESERT HOT SPRINGS	CITY OF DESERT HOT SPRINGS	\$28,231.00
14-0548	190TH ST. KING HARBOR ENTRY SIGN	REDONDO BEACH	CITY OF REDONDO BEACH	\$156,356.66
14-0549	LITTLE LEAGUE DR. AND MAGNOLIA AVE. SL	SAN BERNARDINO	TRUMARK HOMES	\$129,746.00
14-0550	TS REPAIR AT ROSEMEAD / MARSHALL	ROSEMEAD	EFI ENGINEERING	\$4,019.22
14-0551	TRAFFIC SIGNAL HARDWARE UPGRADES	PALM DESERT	CITY OF PALM DESERT	\$287,912.00
14-0552	ALTITUDE BUSINESS CENTER ST. IMPROV.	CHINO	HARDY AND HARPER	\$62,536.00
14-0556	RADAR FEEDBACK SIGNS	ORANGE	CITY OF ORANGE	\$185,271.67
14-0559	SKYLINE RANCH	SANTA CLARITA	PARDEE HOMES	\$22,410.00
14-0560	LOS ANGELES COUNTRY CLUB	LOS ANGELES	BERGELECTRIC	\$21,644.00
14-0561	SOUTH GATE POLICE DEPT. PARKING LOT	SOUTH GATE	EC CONSTRUCTION	\$20,640.12
14-0563	RAMONA EXPRESSWAY	GILMAN HOT SPRINGS	ALL AMERICAN ASPHALT	\$139,319.00
14-0565	TS MODIFICATIONS PROJECT	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$209,074.00
14-0566	5TH STREET WEST AND AUTO CENTER DR.	PALMDALE	CITY OF PALMDALE	\$360,815.00
14-0567	PROJECT BRUIN	OXNARD	BERGELECTRIC	\$28,589.00
14-0568	USC HSC VALLEY SURFACE APRKING LOT	LOS ANGELES	BERGELECTRIC	\$17,622.50
14-0569	AMAR RD. AND NOGALES ST.	WALNUT	ALL AMERICAN ASPHALT	\$4,500.00
14-0572	PAVEMENT REHABILITATION PROGRAM	TEMECULA	RJ NOBLE	\$49,682.20
14-0573	PERRIS MARCH PLAZA	PERRIS	ROCKWOOD CONSTRUCTION	\$4,540.00
14-0574	RESIDENTIAL ST. REHABILITATION	TORRANCE	ALL AMERICAN ASPHALT	\$62,937.24
14-0575	859 N. DETROIT ST.	LOS ANGELES	JCA CONSTRUCTION COMPANY	\$34,913.89
14-0577	UCR STUDENT SUCCESS CENTER	RIVERSIDE	BERGELECTRIC	\$4,700.00
14-0578	LOS ROBLES HOSPITAL	THOUSAND OAKS	BERGELECTRIC	\$3,500.00
14-0580	N. INDIAN CANYON DR. WIDENING	N. PALM SPRINGS	ALL AMERICAN ASPHALT	\$304,794.32
14-0582	EMERGENCY REPAIR WORK	SOUTH GATE	CITY OF SOUTH GATE	\$28,355.61

14-0584	ALISO VIEJO BEHAVORIAL HEALTHCARE	ALISON VIEJO	BERGELECTRIC	\$3,500.00
14-0585	WILSHIRE BLVD. TEMPLE EVENTS BUILDING	LOS ANGELES	BERGELECTRIC	\$3,940.00
14-0586	CPR PARKING LOT LIGHTING REPAIR	SYLMAR	ALL AMERICAN ASPHALT	\$8,853.11
14-0587	GLASSELL ST. AND COLLINS AVE. LEFT TURN	ORANGE	CITY OF ORANGE	\$284,331.07
14-0588	TS MOD - LAKEWOOD AND HARDWICK	LAKEWOOD	CITY OF LAKEWOOD	\$269,735.27
14-0590	CHAPMAN AVE. AND FELDNER RD. LEFT TURN	ORANGE	CITY OF ORANGE	\$259,463.82
14-0591	CHAPMAN AVE. AND FLOWER ST. LEFT TURN	ORANGE	CITY OF ORANGE	\$281,728.94
14-0592	TS INSTALLATION AND MOD PHASE 2	GLENDALE	CITY OF GLENDALE	\$2,191,269.60
14-0594	2021 FALL PAVEMENT REHABILITATION	ONTARIO	ALL AMERICAN ASPHALT	\$162,440.00
14-0595	CHINO ADA RAMPS (T&M)	CHINO	MILLIE AND SEVERSON	\$6,996.99
14-0596	13344 MAIN ST.	LOS ANGELES	MILLIE AND SEVERSON	\$19,677.00
14-0598	INDUSTRIAL BLVD, AND SILICA DR.	VICTORVILLE	SULLY-MILLER CONTRACTING	\$26,084.00
14-0600	SUNDANCE CHERRY AVE.	BEAUMONT	HARDY AND HARPER	\$33,563.69
14-0601	13TH ST. PAVEMENT REHABILITATION	UPLAND	HARDY AND HARPER	\$7,409.43
14-0602	STREET RESURFACING AND SEWER REPAIR	GLENDALE	TORO ENTERPRISES	\$135,456.00
14-0607	SCHOOL CROSSWALK IMPROVEMENTS	RANCHO CUCAMONGA	CITY OF RANCHO CUCAMONGA	\$131,078.68
14-0608	MISSION BLVD. PAVEMENT REHABILITATION	JURUPA VALLEY	ALL AMERICAN ASPHALT	\$22,488.00
14-0609	CITY-WIDE TS IMPROVMENTS PROJECT	CLAREMONT	CITY OF CLAREMONT	\$525,364.57
14-0613	HENDERSON AVE.	PORTERVILLE	CA PROFESSIONAL ENGINEERING	\$20,000.00
14-0618	BADILLO ST. IMPROVEMENTS	COVINA	SEQUEL CONTRACTORS	\$24,420.00
14-0619	LOS ALISOS BLVD.	MISSION VIEJO	ALL AMERICAN ASPHALT	\$96,453.00
14-0623	EL MONTE BIKE BLVD.	EL MONTE	ALL AMERICAN ASPHALT	\$24,969.87
14-0626	GRAND AVE. PAVEMENT REHABILITATION	CHINO HILLS	RJ NOBLE	\$84,531.65
14-0628	GLENDALE RATPMS	GLENDALE	CITY OF GLENDALE	\$370,500.00
14-0630	CONDUIT INSTALL, REWIRE & TS CABINET	REDLANDS	CITY OF REDLANDS	\$111,312.71
14-0631	NEIGHBORHOOD STREET IMPROVEMENTS	PARAMOUNT	ALL AMERICAN ASPHALT	\$24,894.00
14-0637	FIXED NETWORK POLES	FONTANA	CUCAMONGA VALLEY WATER DISTRICT	\$29,000.00
14-0639	LIGHT POLE INSTALLATION	POMONA	FOOTHILL TRANSIT	\$24,150.00
14-0643	HSIP CYCLE 8 TS IMPROVEMENTS	LAKE ELSINORE	CITY OF LAKE ELSINORE	\$593,872.74
14-0644	CITY OF HOPE NORTH EAST PARKING STRUCTURE	DUARTE	BERGELECTRIC	\$10,959.00
14-0647	PAVEMENT REHAB.	MORENO VALLEY	ALL AMERICAN ASPHALT	\$80,378.00
14-0649	POTHOLE EXISTING UTILITES	MENIFEE	LENNAR	\$1,390.33
14-0650	CLARK AVE. REHABILITATION PROJECT	BELLFLOWER	RJ NOBLE COMPANY	\$55,260.00
14-0654	BATTERY BUS CHARGING INFRASTRUCTURE	NORWALK	CITY OF NORWALK	\$102,155.91
14-0657	GLENN RANCH RD. REHABILITATION	LAKE FOREST	ALL AMERICAN ASPHALT	\$4,000.00
14-0660	REPAIR BBS AT FIRST ST. AND EMORY AVE.	BEAUMONT	LYLE PARKS JR. CONSTRUCTION	\$3,720.27
14-0662	LUGONIA ST. CONDUIT INSTALL	REDLANDS	CITY OF REDLANDS	\$10,850.00
14-0665	FY 2020-21 ANNUAL PAVEMENT MAINTENANCE	ORANGE	RJ NOBLE COMPANY	\$1,830.02
14-0666	FY 2020-21 ROADWAY REHABILITATION	PLACENTIA	RJ NOBLE COMPANY	\$1,830.02
14-0667	OCEAN BLVD. SIDEWALK IMPROVEMENTS	NEWPORT BEACH	VIDO SAMARZICH, INC.	\$29,730.20
14-0671	VAN NESS AVE, AND 139TH ST, IMPROVEMENTS	GARDENA	ALL AMERICAN ASPHALT	\$31,753.15

14-0672	ALEXANDER - BEECHWOOD AND SHIRLEY	LYNWOOD	SULLY-MILLER CONTRACTING	\$37,000.00
14-0676	PEDESTRIAN CROSSING ENHANCEMENTS	PASADENA	CITY OF PASADENA	\$152,745.80
14-0679	C-BLOCK PARKING STRUCTURE	ONTARIO	BERGELECTRIC	\$0.00
14-0686	HEACOCK ST.	MORENO VALLEY	ALL AMERICAN ASPHALT	\$24,000.00
14-0689	LACCD SOUTH GATE	SOUTH GATE	TURNER CONSTRUCTION COMPANY	\$5,802.36
14-0694	COOPERATIVE CITY / COUNTY PAVEMENT REHAB.	HIGHLAND	MATICH CORPORATION	\$75,829.61
14-0695	BARRANCA AND MARINE	IRVINE	BERGELECTRIC	\$37,452.10
14-0696	LANDMARK TOWER	LOS ANGELES	BERGELECTRIC	\$11,044.00
14-0697	CANYON SPRINGS MOB	RIVERSIDE	BERGELECTRIC	\$10,500.00
14-0701	STREET IMPROVEMENT 3RD ST.	SAN BERNARDINO	MATICH CORPORATION	\$61,780.00
14-0706	6240 PRESCOTT COURT	CHINO	ALLEN PROPERTIES	\$6,205.00
14-0707	OLIVE AVE. AND IRIS COURT AREA	FULLERTON	HARDY AND HARPER	\$0.00
14-0709	CALTECH RESNICK SUSTAINABILITY	PASADENA	BERGELECTRIC	\$16,800.00
14-0718	CITYWIDE PEDESTRIAN & VEHICLE TRAFFIC	WEST COVINA	SUPERIOR PAVEMENT MARKINGS	\$22,640.00
14-0719	SIGNALS AT KIMBALL AND MEADOW VALLEY	CHINO	ORBIS REAL ESTATE PARTNERS	\$7,226.13
14-0720	NEW ELECTRICAL SERVICE AT 18014 WIKA RD.	APPLE VALLEY	TOWN OF APPLE VALLEY	\$42,388.00
14-0724	GTRANS ON-STREET BUS SIGNAL PRIORITY	GARDENA	CITY OF GARDENA	\$83,693.00
14-0725	ROSECRANS AVE. STREET IMPROVEMENTS	FULLERTON	RJ NOBLE COMPANY	\$0.00
14-0729	LITTLE LEAGUE DR REPLACE STOLEN WIRE	SAN BERNARDINO	TRUMARK HOMES	\$28,873.85
14-0733	PACIFICA HUNTINGTON BEACH PARKING STRUCTURE	HUNTINGTON BEACH	BERGELECTRIC	\$44,800.00
14-0744	SLURRY SEAL PROJECT	MANHATTAN BEACH	ALL AMERICAN ASPHALT	\$17,242.00
14-0754	RIVERSIDE DR. AND MILLIKEN AVE.	ONTARIO	ALL AMERICAN ASPHALT	\$0.00
14-0798	HIGHLAND SPRINGS AVE. TS MAINTENANCE	BEAUMONT	BEAUMONT SUNDANCE LLC	\$5,165.00
			ΤΟΤΑΙ S	: \$240,103,072

# Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) - Part 1

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <a href="https://www.dir.ca.gov/Public-Works/Contractor-Registration.html">https://www.dir.ca.gov/Public-Works/Contractor-Registration.html</a>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this for	n for additional firms	5.				RAL PROJECT NU L-5202(019	
Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contactor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME Colt Tracking, JnC, City, State Riverside, CA	A14 Striping	\$132,500	414 93 ^{0/0}	991122	Y	43242	<\$1 million <\$5 million <\$10 million <\$15 million Age of Firm in
NAME California Propersio Enginecring, In City, State	H7-11 Drall Trappic TC. Loops	\$27,800	$P - 2^{0/0}$ $Q - 2^{0/0}$	793907 1000377609	Y	31277	years <pre></pre>
NAME Pavement Rebel Company City, State Ahghelm, CA	6 #1-4 Civil	\$319,800	1-83020 2-87010 <b>3</b> -87010 4-87010 4-87010	1051374 1000064823	N	Ň/Ą	years <pre></pre>
NAME CUSE LAND SURVEY City, State	HICurb Ramps Survey	\$17,150	41 5%	L5411 1000001533	N	N/R	<pre>&lt;\$1 million &lt;\$55 million &lt;\$10 million &lt;\$11 million &lt;\$15 million Age of Firm in years 37</pre>

Distribution - Original: Local Agency File; Copy: DLAE w/Award Package

# Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but <u>were not selected</u> to participate as a subcontractor on this project.

Photocopy this for	m for additional firm	5.			1	RAL PROJECT NU L-5202(019		
Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contactor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
NAME CAT CO TRACKENG, ENC.	H14 Stritting	\$132,500		441172	G5	13242	<pre>&lt;\$1 million &lt;\$5 million &lt;\$10 million </pre>	9
City, State	- Fro			11000011150			<pre>&lt; \$15 million Age of Firm in years</pre>	En
NAME CNIFOFNIQ CORESSIONEN CARSSIONEN Qlty, State	E						<\$1 million <\$5 million <\$10 million <\$15 million	
NAME	-						Age of Firm in years < \$1 million < \$5 million	
City, State	-						<\$10 million <\$15 million Age of Firm in	
NAME	-						years < \$1 million < \$5 million < \$10	
City, State							million < \$15 million Age of Firm in years	
NAME City, State	-						<pre>&lt; \$1 million &lt; \$5 million &lt; \$10 million &lt; \$15 million</pre>	
							Age of Firm in years	

Distribution - Original: Local Agency File; Copy: DLAE w/Award Package

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

 BUSINESS NAME:
 Elecnor Belco Electric, Inc.

 ADDRESS (P.O. BOX NOT ACCEPTABLE):
 14320 Albers Way

 CITY, STATE, ZIP CODE:
 Chino, CA 91710

 PHONE NUMBER (______909_)
 993-5470

 CONTACT PERSON:
 John Wong

1. <u>MINORITY OWNED</u>

Composition of ownership (more than 50% of ownership of the organization): Please check one of the following:

_____ Black American _____ Asian/Pacific American

_____ Native American _____ Hispanic American ____ Other ethnicity

2. <u>WOMEN OWNED</u> More than 50% of this business is owned by women:

_____ Yes <u>X</u> No

3. <u>SMALL BUSINESS ENTERPRISE</u> This business enterprise collects \$1,000,000 or less in gross revenue per year.

_____ Yes <u>X</u> No

Does your firm intend to use subcontractors or independent contractors for this project?

_____ Yes <u>X</u> 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 X___No

If yes, please list name(s) and telephone number(s) of certifying agencies.

Is this a joint venture proposal?

_____Yes <u>X</u> No

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

BUSINESS NAME: <u>Carter Enterprises Group Dac.</u> , <u>dbs</u> <u>Pavement Achab</u> Company ADDRESS (P.O. BOX NOT ACCEPTABLE): <u>2390 E.L. Crecta Ave</u> CITY, STATE, ZIP CODE: <u>Anabelm</u> , <u>CA</u> <u>92806</u> PHONE NUMBER ( <u>114</u> ) <u>397-0733</u> CONTACT PERSON: <u>Tim</u> <u>Etapatrick</u>				
<ol> <li><u>MINORITY OWNED</u> Composition of ownership (more than 50% of ownership of the organization): Please check one of the following:</li> </ol>				
Black American Asian/Pacific American				
Native American Hispanic American Other ethnicity				
2. <u>WOMEN OWNED</u> More than 50% of this business is owned by women:				
YesXNo				
<ol> <li><u>SMALL BUSINESS ENTERPRISE</u></li> <li>This business enterprise collects \$1,000,000 or less in gross revenue per year.</li> </ol>				
Yes XNo				
Does your firm intend to use subcontractors or independent contractors for this project?				
Yes X 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?				
YesNo				
If yes, please list name(s) and telephone number(s) of certifying agencies.				
Is this a joint venture proposal?				
Yes X_No				

SPC21-03

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# **CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION**

I, <u>Roger DeVito</u> (insert name of Secretary), do hereby certify that I am the Secretary of <u>Elecnor Belco Electric, Inc.</u> (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 <u>day of</u>, 2023 (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.

Elecnor Belco Electric, Inc.
President
, Vice President and
, secretary

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

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this  $6^{TH}$  day of  $22^{CMB}$ , 2023.

**Affix Seal** 

P-10

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

- 1. NAME & LOCATION OF BUSINESS <u>Cat Tracking, Inc.</u> <u>17 Commercial Ave., Riverside, CA 92507</u> CONTACT PERSON AND PHONE NO. <u>Arthur Garratt (951)</u> 682-1494 ITEM OR TYPE OF WORK PROPOSED <u>Signing & Striking</u> PRICE OR AMOUNT \$ 132,500
- 2. NAME & LOCATION OF BUSINESS <u>California Professional Engineering</u>, Inc. <u>1962</u> San Jose Ave., La Prente, CA 91748 CONTACT PERSON AND PHONE NO. <u>Van Nguyen</u> (626) 810-13383 ITEM OR TYPE OF WORK PROPOSED <u>Lows</u> PRICE OR AMOUNT \$ 27,800
- 3. NAME & LOCATION OF BUSINESS <u>fave ment Rehab (omfany</u> <u>2890 F. LA Cresta Ave, Anabeim, CA 92806</u> CONTACT PERSON AND PHONE NO. <u>Tim Fitzpatrick</u> (714)238-1444 ITEM OR TYPE OF WORK PROPOSED <u>Civil</u> PRICE OR AMOUNT \$ <u>319,800</u>
- 4. NAME & LOCATION OF BUSINESS <u>Case Land Survey</u> <u>614 N. Eckhope St., Orange, OF 92868</u> CONTACT PERSON AND PHONE NO. <u>Karen York</u> (714) 628-8946 ITEM OR TYPE OF WORK PROPOSED <u>Survey</u> PRICE OR AMOUNT \$ <u>17, 150</u>
- 5. NAME & LOCATION OF BUSINESS _____

6. NAME & LOCATION OF BUSINESS

of

#### **NON-COLLUSION AFFIDAVIT**

#### **TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT** Federal Project No. HSIPL-5202(019) Job No. 7598, Plan No. P-722

STATE OF CALIFORNIA	)	
COUNTY OF San Bernardino	) SS )	
	John Wong	,being first duly sworn, deposes and
says that he is	Vice P	esident
	(Sole owner, partner, president, secretary, etc.)	
of	Elecnor Belco Elec	tric, Inc.

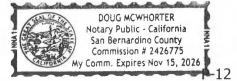
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, 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.

11-22-2023		Elecnor Belco Electric, Inc.
Date		Bidðer
		Authorized Signature
		John Wang
STATE OF CALIFORNIA	)	Name (Print/Type)
COUNTY OF SAN BERNARDINO	) SS )	Vice President
	,	Title
On DECEMBER 12,	, 2023 befo	re me, Doug MCWHORTER, NOTARY PUBLIC

JOHN WONG personally appeared ____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Notary Seal)



Signature of Notary Public

SPC21-03

# NOTICE TO BIDDERS FEDERAL REQUIREMENTS

# Proposal Phase

For your bid to be considered responsive, you must submit the following form, either with your bid or by 4:00 p.m. on the fifth calendar day following bid opening:

- Construction Contract DBE Commitment, Exhibit 15-G (p. F-39)
- DBE Commitment form, Exhibit 9-I (p. F-41), plus quote/contract from each DBE

In addition, you are strongly encouraged, and may be required, to submit the following form as a supplement to Exhibit 15-G:

Proposer/Contractor – Good Faith Efforts, Exhibit 15-H (p. F-42)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms unless a disclosure is required):

- Equal Employment Opportunity Certification (p. F-33)
- Public Contract Code Requirements (p. F-34)
- Debarment and Suspension Certification (p. F-35)
- Nonlobbying Certification for Federal-Aid Contracts (p. F-36)

*If applicable*, the following form must be submitted with the bid:

Disclosure of Lobbying Activities (p. F-37)

# **Construction Phase**

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

*If applicable*, you will be required to submit the following forms each month during construction:

Disadvantaged Business Enterprise Running Tally of Payments, Exhibit 9-F (p. F-45)

Monthly DBE Trucking Verification, Exhibit 16-Z1 (p. F-47)

# Post-Construction Phase

When construction is completed, you will be required to submit the following forms to the City:

- □ Final Report Utilization of Disadvantaged Businesses (DBE) and First-Tier Subcontractors, Exhibit 17-F (p. F-49)
- Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O (p. F-51)

SPC21-03

# 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 is bidder / in proposed subcontractor hereby certifies that he is has / in 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 filling 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.

#### CAT TRACKING, INC.

# 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 Didder / Droposed subcontractor hereby certifies that he Anas / Dhas 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 filling 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.

#### CALIFORNIA PROFESSIONAL ENGINEERING, INC.

# 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 Dbidder / Aproposed subcontractor hereby certifies that he Anas / Dhas 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 filling 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.

#### PAVEMENT REHAB COMPANY

# 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 Dbidder / Aproposed subcontractor hereby certifies that he Anas / Dhas 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 filling 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.

Exhibit 12-H Sample Bid

# 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 Dbidder / Øproposed subcontractor hereby certifies that he Øhas / Dhas 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 filling 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.

# (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  $\Box$ has /  $\boxtimes$ 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?



If the answer is yes, explain the circumstances in the following space:

#### Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section10232, 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 Contactor 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.

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.

Exhibit 12-H Sample Bid

DISCLOSURE OF LO COMPLETE THIS FORM TO DISCLOSE LOBBY			
Type of Federal Action:     A. contract     b. grant     c. cooperative agreement     d. loan     e. loan guarantee     f. loan insurance	tion		
<ul> <li>4. Name and Address of Reporting Entity</li> <li>Prime</li> <li>Subawardee</li> <li>Tier, if known</li> <li>Congressional District, if known:</li> <li>6. Federal Department/Agency:</li> </ul>	<ul> <li>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</li> <li>Congressional District, <i>if known:</i></li> <li>7. Federal Program Name/Description: CFDA Number, <i>if applicable</i></li> </ul>		
8. Federal Action Number, if known:       9. Award Amount, if known:         10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):       b/ Individuals Performing Services (incluaddress if different from No. 10a) (last name, first name, MI):			
(attach Continuation Sheet(s) if necessary)  11. Amount of Payment (check all that apply)  \$ Actual planned  12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature Value	13. Type of Payment (check all that apply)         a. retainer         b. one-time fee         c. commission         d. contingent fee         e deferred         f. other, specify		
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: (attach Continuation Sheet(s) if necessary)			
	Io       Image: Signature:		
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL		

Exhibit 12-H Sample Bid

#### 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.

August 19, 2024 Regular CC Mtg

CONTRACT NO. 2285 EXHIBIT "B"



RECEIVED 2023 DEC 13 P 1:55 CITY OF SAN FERNANDO CITY CLERK

City of San Fernando Office of the City Clerk 117 Macneil Street San Fernando, CA 91340

**PROJECT NAME:** 

TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT, FEDERAL PROJECT NO. HSIPL-5202(019) JOB NO. 7598, PLAN NO. P-722

BID DATE: December 13, 2023

**BID TIME:** 

2:00 PM

*SEALED BID. DO NOT OPEN WITH REGULAR MAIL*

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August 19, 2024 Regular CC Mtg



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# AGENDA REPORT

- To: Mayor Celeste T. Rodriguez and Councilmembers
- From: Nick Kimball, City Manager By: Wendell Johnson, Director of Public Works Patsy Orozco, Civil Engineering Assistant II

**Date:** August 19, 2024

Subject: Consideration to Award a Professional Services Agreement to TreePeople for Project Management, Project Reporting, Grant Coordination, Community Engagement, and Landscape Planting and Establishment for the Carlisle Green Alley Project

# **RECOMMENDATION:**

It is recommended that the City Council:

- a. Award a Professional Services Agreement to TreePeople (Attachment "A" Contract No. 2286) in an amount not-to-exceed \$270,020, for project management, project reporting, grant coordination, community engagement and workshops, and tree and shrub planting and establishment for the Carlisle Green Alley Project; and
- b. Authorize the City Manager to make non-substantive changes and execute the Agreement and any related documents.

# BACKGROUND:

- 1. Signed into law on September 14, 2016, Senate Bill (SB) 859 created the California Natural Resources Agency's (CNRA) Urban Greening Program, funded by the Greenhouse Gas (GHG) Reduction Fund. In 2021, SB 170 allocated \$50 million from the State General Fund to the Agency for its Urban Greening Program, specifically for urban greening projects that reduce GHG emissions and provide multiple benefits such as enhancing parks and open space, using natural solutions to improve air and water quality, and creating more walkable and bike-able trails.
- 2. On March 28, 2022, through the *Calles Verdes* grant, the City partnered with TreePeople, a non-profit organization that specializes in urban forestry, parks and trails, policy and research, education, and community outreach, to submit a grant proposal to the Urban Greening Program to significantly expand the green alley project on Carlisle Street, which was already contemplated through the *Calles Verdes* project. The City submitted as the lead applicant, with TreePeople as the supporting applicant.

ADMINISTRATION DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-1202 WWW.SFCITY.ORG

Consideration to Award a Professional Services Agreement to TreePeople for Project Management, Project Reporting, Grant Coordination, Community Engagement, and Landscape Planting and Establishment for the Carlisle Green Alley Project Page 2 of 5

- 3. On October 6, 2022, the City organized a site visit as part of the Urban Greening Program's requirements when advancing to the second stage of evaluation. The site visit included City staff, TreePeople staff, community members, and the evaluation panel from the CNRA.
- 4. On January 5, 2023, the CNRA notified the City of its successful advancement to stage 3 (the final stage) of the grant application process and the need to adopt a resolution to complete the grant application filing.
- 5. On January 17, 2023, the City Council adopted Resolution No. 8207, approving for the filing of the Urban Greening application as required by the CNRA.
- 6. On June 28, 2023, the City confirmed adjustments to the project scope and budget based off discussions with the CNRA.
- 7. On October 15, 2023, the City and the CNRA executed the grant agreement for the Carlisle Green Alley project in the amount of \$3,482,535.00 (Attachment "B" Contract No. 2229).
- 8. On March 18, 2024, the City adopted Resolution No. 8288, amending the budget for Fiscal Year (FY) 2023-2024 to appropriate the grant revenues and expenses for the Urban Greening Grant Program for the Carlisle Green Alley Project.

#### ANALYSIS:

The Urban Greening Program focuses on projects that provide multiple benefits such as enhancing parks and open space, using natural solutions to improve air and water quality, and creating more walkable and bike-able trails. It emphasizes, and gives priority to, projects that are located within and benefit disadvantaged communities, and communities facing the most significant threat from extreme heat. Given the City's environmental burdens and high-heat occurrences, San Fernando remains competitive for project funding like the Urban Greening Program.

The City was awarded the Urban Greening Grant in the amount of \$3,482,535 for the *Carlisle Green Alley* Project to transform an underutilized alley (Carlisle Street – from Pico Street to O'Melveny Avenue) into a new linear greenspace that provides multiple benefits to residents and fulfills the City's goals for resiliency, climate adaptation, and active transportation. The project includes permeable surfaces for groundwater infiltration, trees and native landscaping, a clear bikeway, bioswales, a dedicated pedestrian pathway, and intersection improvements that encourage more walking and biking trips through San Fernando. The transformation of the alley will also address long-standing issues of blight and neglect often associated with alleys, and provide key connections to activity centers such as parks, churches, schools, and the Downtown San Fernando Mall. The project also delivers on a citywide planning effort to green adjacent public parking lots by installing trees and vegetated bioswales in City Parking Lot 9 at Carlisle and Pico Streets.

Consideration to Award a Professional Services Agreement to TreePeople for Project Management, Project Reporting, Grant Coordination, Community Engagement, and Landscape Planting and Establishment for the Carlisle Green Alley Project Page 3 of 5

TreePeople is a co-applicant and identified as the Project Manager in the grant application for the Carlisle Green Alley project. TreePeople assisted with preparation of the grant application, generated project boards, distributed outreach flyers along project corridor, and assisted with presentation to the California Natural Resources Agency (CNRA) during their site visit and consideration for grant award. TreePeople will assist the City with:

- Project Management to ensure project deliverable are met within budget and project schedule. This work consists of site visits, developing Request for Proposals for Design & Engineering, collaborating with City staff and Landscape Architects, Engineers, and Surveyors during design and construction, and meeting with the team on a bi-weekly basis. In addition, coordination will be conducted for all permitting and environmental requirements.
- Project Reports on a quarterly basis to CNRA to ensure grant requirements are met. These reports will include financial and narrative reports including project data such as greenhouse gas reduction tracking and tree planting GPS locations.
- Grant Administration to ensure project is coherent with grant guidelines. TreePeople will ensure project is in compliance of grant requirements and all deliverables are completed on schedule.
- Community Engagement and Workshops consisting of three (3) events. These workshops will discuss ecological awareness and inform the community of the ecological benefits of the project. These workshops will engage the community and gather feedback through various phases of design. An Outreach Report will be generated to summarize all the feedback of the community and synthesize assessment findings into design recommendations.
- Tree and shrub plantings will take place upon completion of construction of hardscape improvements and irrigation installation. Tree People will coordinate volunteer plantings of 250 trees and 290 native plants along the project corridor and its adjacent streets. In addition, TreePeople will provide supplemental care establishment of trees and plant for a period of 2 years after the grant period.

TreePeople has over 10 years of experience managing and implementing grants for the CNRA. Since 2019 with the assistance of community volunteers and through the Calles Verdes Project, TreePeople has planted over 1,000 trees in the City. TreePeople's goal is to plant a total of 2,000 trees in the City by 2030.

Consideration to Award a Professional Services Agreement to TreePeople for Project Management, Project Reporting, Grant Coordination, Community Engagement, and Landscape Planting and Establishment for the Carlisle Green Alley Project Page 4 of 5

#### BUDGET IMPACT:

The current fund allocation for the Carlisle Green Alley project is \$3,482,535. There is no match requirement by the City for this grant. This is a reimbursable grant with a Grant Activity Period from October 1, 2023 to August 31, 2025.

Of the \$3,072,535 in total funding, \$270,020 has been allocated for the project manager to provide construction management services, grant administration, community engagement and workshops, and planting of trees and shrubs with the assistance of community volunteers.

The following is a breakdown of funding sources and uses:

SOURCES			
Fund	Account Number	<b>Current Allocation</b>	
State Natural Resources Agency Grant	010-310-0847-4600	\$	3,072,535
	010-3686-0847-4260	\$	410,000
State Natural Resources Agency Grant	010-310-0847-4600/	\$	3,482,535
	010-3686-0847-4260		
Total Sources:		\$	3,482,535

USES			
Activity	Account Number		Cost
Project Management/Project			
Reporting, Grant Coordination,			
Community Engagement and	010-310-0847-4260	\$	270,020
Workshops, Tree and Shrubs Planting			
and Establishment			
Design/Engineering	010-310-0847-4600/	\$	200,000
	010-3686-0847-4260		
Construction	010-310-0847-4600/	\$	2,859,407
	010-3686-0847-4260		
Construction Contingency	010-310-0847-4600/	\$	153,108
	010-3686-0847-4260		
Total Uses:		\$	3,482,535

Consideration to Award a Professional Services Agreement to TreePeople for Project Management, Project Reporting, Grant Coordination, Community Engagement, and Landscape Planting and Establishment for the Carlisle Green Alley Project Page 5 of 5

#### CONCLUSION:

It is recommended that the City Council approve Contract No. 2286 and authorize the City Manager to make non-substantive changes and execute the agreement and any related documents.

#### **ATTACHMENTS:**

- A. Contract No. 2286
- B. Contract No. 2229 California Natural Resources Agency Grant Agreement



# **PROFESSIONAL SERVICES AGREEMENT**

# TREEPEOPLE

Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project, CNRA – UG2106-0, Job No. 7628, Plan No. P-745

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of August 2024 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and TREEPEOPLE (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

# I. ENGAGEMENT TERMS

- 1.1 <u>SCOPE OF WORK</u>: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Work"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT 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 THIRTY (30) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed by December 31, 2026 (the "Completion Date").
  - B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents.

# **PROFESSIONAL SERVICES AGREEMENT**

**Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project** Page 2 of 16

- 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.
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

# 1.3 <u>COMPENSATION</u>:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is included in Exhibit "A" (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of TWO HUNDRED SEVENTY THOUSAND TWENTY DOLLARS (\$270,020) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT 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.
- PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONSULTANT in 1.4 monthly increments as the Work is completed. Following the conclusion of each calendar month, 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 monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 <u>ACCOUNTING RECORDS</u>: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access

**Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project** Page 3 of 16

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

# II. PERFORMANCE OF AGREEMENT

- 2.1 <u>CITY'S REPRESENTATIVES</u>: The CITY hereby designates the City Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 <u>CONSULTANT REPRESENTATIVE</u>: CONSULTANT hereby designates Daniel Berger, Executive Director of Operations, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 <u>COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS</u>: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 <u>STANDARD OF CARE; PERFORMANCE OF EMPLOYEES</u>: CONSULTANT represents, acknowledges and agrees to the following:

#### **PROFESSIONAL SERVICES AGREEMENT**

**Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project** Page 4 of 16

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

**Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project** Page 5 of 16

- 2.5 <u>ASSIGNMENT</u>: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 <u>COMPLIANCE WITH LAWS</u>: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.

**Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project** Page 6 of 16

- 2.9 <u>NON-DISCRIMINATION</u>: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. <u>INDEPENDENT CONTRACTOR STATUS</u>: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

# III. INSURANCE

- 3.1 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
  - A. <u>Commercial General Liability Insurance</u>: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. <u>Automobile Liability Insurance</u>: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. <u>Workers' Compensation Insurance/ Employer's Liability Insurance</u>: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project Page 7 of 16

- D. <u>Errors & Omissions Insurance</u>: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 <u>ADDITIONAL INSURED REQUIREMENTS</u>: 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 <u>REQUIRED CARRIER RATING</u>: 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 <u>PRIMACY OF CONSULTANT'S INSURANCE</u>: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 <u>WAIVER OF SUBROGATION</u>: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 <u>VERIFICATION OF COVERAGE</u>: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved

**Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project** Page 8 of 16

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

# IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful

**Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project** Page 9 of 16

> acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

# V. TERMINATION

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

# 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is

#### **PROFESSIONAL SERVICES AGREEMENT**

**Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project** Page 10 of 16

not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of 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 of involuntary; (v) CONSULTANT's refusal or failure to

#### PROFESSIONAL SERVICES AGREEMENT

**Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project** Page 11 of 16

> perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

**Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project** Page 12 of 16

- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 <u>SCOPE OF WAIVER</u>: 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 <u>SURVIVING ARTICLES, SECTIONS AND PROVISIONS</u>: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

### VI. MISCELLANEOUS PROVISIONS

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

Landscape Planting for the Carlisle Green Alley Project Page 13 of 16

working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 <u>CONFIDENTIALITY</u>: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 <u>FALSE CLAIMS ACT</u>: 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 <u>NOTICES</u>: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

### **CONSULTANT:**

TREEPEOPLE 12601 Mulholland Drive, Los Angeles, CA 90210 Attn: Dan Berger, Executive Director of Operations Phone: (323) 260-4703 Fax: (323) 260-4705 Email: cstephan@koacorp.com

### CITY:

City of San Fernando Public Works Department/Engineering 117 Macneil Street San Fernando, CA 91340 Attn: Patsy Orozco, Civil Eng. Assist. II Phone: (818) 898-1222 Fax: (818) 361-6728

Such notices shall be deemed effective when personally delivered <u>or</u> successfully transmitted by facsimile as evidenced by a fax confirmation slip <u>or</u> 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 <u>COOPERATION; FURTHER ACTS</u>: 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.

**Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project** Page 14 of 16

- 6.6 <u>SUBCONTRACTING</u>: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 <u>CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS</u>: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 <u>PROHIBITED INTERESTS</u>: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 <u>TIME IS OF THE ESSENCE</u>: Time is of the essence for each and every provision of this Agreement.
- 6.10 <u>GOVERNING LAW AND VENUE</u>: 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 <u>ATTORNEYS' FEES</u>: 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 <u>SUCCESSORS AND ASSIGNS</u>: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 <u>NO THIRD PARTY BENEFIT</u>: 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.

**Project Management, Grant Administration, Community Engagement, and Landscape Planting for the Carlisle Green Alley Project** Page 15 of 16

- 6.14 <u>CONSTRUCTION OF AGREEMENT</u>: 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 <u>SEVERABILITY</u>: 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 <u>AMENDMENT; MODIFICATION</u>: 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 <u>CAPTIONS</u>: 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 <u>INCONSISTENCIES OR CONFLICTS</u>: 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 <u>ENTIRE AGREEMENT</u>: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 <u>COUNTERPARTS</u>: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

### (SIGNATURE PAGE TO FOLLOW)

#### PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2286

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:		TREEPEOPLE:		
By:		Ву:		
	Nick Kimball, City Manager			
		Name:		
Date:				
		Title:		
APPRC	OVED AS TO FORM	Date:		
By:				
	Richard Padilla, City Attorney			
Date:				



July 2024

### California Natural Resources Agency Urban Greening Grant: Carlisle Green Alley Project TreePeople Scope of Work

### **Background**

TreePeople, an environmental 501(c)3 organization, inspires and supports the people of Southern California to come together to plant and care for trees, harvest the rain, and renew depleted landscapes. Since 1973, TreePeople has been a visionary leader in developing and implementing nature-based solutions to pressing problems that impact communities and ecosystems across Southern California. TreePeople works predominantly with low-income communities of color that are disproportionately exposed to environmental burdens. Throughout the organization's history, TreePeople has contributed to the planting of over 3 million trees.

TreePeople has extensive experience managing widespread green infrastructure and urban forestry projects in collaboration with public agencies, the community, and various stakeholders. Notably, TreePeople has planted over five hundred trees in the City of San Fernando through a community-driven model in partnership with the City. TreePeople continues to prioritize and serve San Fernando through its environmental education program, water equity program, school greening efforts, and outdoor access programming.

TreePeople has over a decade of experience in managing and implementing grants such as the California Natural Resources Agency (CNRA) Urban Greening grant projects. TreePeople has remained in good standing with CNRA and has secured continuous funding because of the organization's ability to meet grant deliverables, produce reports on time, and maximize the use of public funds. Additionally, TreePeople has extensive experience in developing environmental planning documents that are guided by cutting-edge data and community input. This has included watershed management plan development, active transportation plan development, tree prioritization plan engagement, construction project planning and development, and urban forest management planning.

#### Scope of Work

TreePeople will support, implement, and conduct all components related to the CNRA Urban Greening Grant in accordance with grant guidelines, the grant agreement, and the City's direction. These tasks will span the entire grant period from planning to construction and will include:

#### Task 1: Project Management

TreePeople will conduct project management to ensure project deliverables are met, are within budget, and are within schedule. Project management activities include:



July 2024

- Site visits as needed
- Support with contracting, including developing RFPs and assisting with bidding.
- Lead coordination with project partners such as Landscape Architects, Engineers, and Surveyors. This will include bi-weekly meetings with all project subcontractors
- Monthly coordination meetings with the City of San Fernando
- Coordination for all permitting and environmental requirements

### Task 2: Project Reporting and Grant Coordination

TreePeople will conduct project reporting on a quarterly basis to CNRA and as requested by the City of San Fernando, acting as a liaison between CNRA and the City of San Fernando to ensure the project administration is coherent with grant guidelines. Task 2 activities include:

- Quarterly reports to CNRA providing financial and narrative reports along with project data such as greenhouse gas reduction tracking and tree planting GPS locations.
- Submitting project deliverables to CNRA
- Ensuring project compliance with Grant Agreement

### Task 3: Community Engagement and Workshops

This project will engage community members in the design and implementation of the Carlisle Green Alley. Community Engagement activities will include:

- (3) Community workshops to engage community members with the Carlisle Green Alley project. These workshops will gather community feedback through various phases of the project design. The workshops will take place at various locations (including at least one meeting at San Fernando's outdoor mall), and times to accommodate participation by all residents.
- Digital and physical surveys to gather additional input on the design from community members who cannot attend workshops.
- Meetings as needed with project stakeholders
- Community engagement and outreach to ensure participation in community workshops, tree planting events, and tree care events
- An Outreach Report which will detail the feedback received by the community and synthesize assessment findings into design recommendations.
- (3) Ecological awareness workshops that inform the community about the ecological benefits of the Carlisle Green Alley.
- Develop donor recognition and interpretive signage

### Task 4: Tree and Shrub Planting and Establishment

Following the construction, hardscape improvements, and irrigation installation, TreePeople will implement the planting of 250 trees and 290 native plants along Carlisle and its adjacent streets. Task 4 activities will include:

• Leading and coordinating the volunteer planting days of all trees and plants



- The identification of suitable species and spacing of trees
- Sourcing of trees
- Supplemental establishment care not to exceed (2) years after the grant period. All tree planting will be conducted in accordance with best management practices.

### **Cost Schedule**

Category and Description	Total (CNRA Grant)			
Task 1: Project Management During Plan*	\$94,830.00			
Project planning, scheduling, and coordination of project partners to ensure deliverables related to community engagement, tree planting, management plan development, and data management are being met. Assisting with contracting, including RFPs and bidding for designers, engineers, surveyors, and landscape contractors. Supporting and coordinating all necessary permitting.				
Task 2: Project Reporting and Grant Coordination*	\$5,810.00			
Reporting to CNRA to include the narrative report, financial documents, and data. Additional reporting as required by the City.				
Task 3: Community Engagement and Workshops*	\$59,580.00			
Community engagement and outreach for participation in community workshops, tree planting events, and tree care events.				
Task 4 Tree and Shrub Planting and Establishment*	\$ 109,800			
Organize and implement the planting of 250 shade trees and 290 native plants through volunteer events and staff support. This will include supplemental establishment care.				
TOTAL	\$270,020.00			

*Tasks cover the entire grant period from planning to end of construction.

### ATTACHMENT "B" CONTRACT NO. 2229

SB

### STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

**9**T

10/9/2023 10/10/2023

**GRANTEE NAME:** City of San Fernando

PROJECT TITLE: Carlisle Green Alley

AUTHORITY: Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

PROGRAM: Urban Greening Grant Program

AGREEMENT NUMBER: UG2106-0

**TERM OF LAND TENURE:** 25 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD: 10/01/2023 to 08/31/2025

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).

**PROJECT DESCRIPTION:** See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to Exceed \$3,482,535.00 (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

	CITY OF SAN FERNANDO		STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
Ву:	<u>Mik kimball</u> Nick Kimball	Ву:	Andrea Scharffer Andrea Scharffer
Title:	City Manager	Title:	Deputy Assistant Secretary, Bonds & Grants
Date:	10/13/2023	Date:	10/15/2023

### CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING			AGREE	EMENT N	١٥.	FUND					
\$3,482,535.00				UG2106-0			0001 – General Fund				
ADJ. INCREA	ASING ENG	CUMBRA	NCE	FI\$CAL PO NO.							
ADJ DECREA	ASING ENG	CUMBRA	NCE	FUNCT	ION						
				Loca	l Assis	tance					
UNENCUMBERED BALANCE REF NO.				FUND			ENACTMENT YEAR ACCOUNT NO. ALT		ALT ACCOUNT		
			101		0001		2021		543	2000	5432000000
PROGRAM	PCBU	PROJE	CT	ACT	IVITY	RPTG STR	UCTURE	SVC LOCAT	ION	AGENCY USE	BUDGET PERIOD
0320	0540	0540	UG21060	211	39	054020	01	21139		N/A	2023

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER

### STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

GRANTEE NAME:	City of San Fernando
PROJECT TITLE:	Carlisle Green Alley
AGREEMENT NUMBER:	UG2106-0
AUTHORITY:	Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)
PROGRAM:	Urban Greening Grant Program

### **PROJECT DESCRIPTION**

Project to transform an existing alley into a new linear green space. Project will include permeable surfaces for groundwater infiltration, trees, and native landscaping, bioswales, a pedestrian pathway and bikeway, and intersection improvements.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to reduce GHG emissions by creating, enhancing, or expanding community parks and green spaces and/or using natural systems or systems that mimic natural systems to achieve multiple benefits in accordance with the provisions contained in the Urban Greening Grant Program and this Agreement.

### TERMS AND CONDITIONS OF GRANT

### **Special Provisions**

- 1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Application Guidelines. Size, location, and number of signs shall be approved by the State. Required signage must be in place before Grant Funds for construction will be released.
- 2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity.

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### CONTRACT NO. 2229

3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

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### **General Provisions**

- A. Definitions
  - 1. The term "Act" means Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).
  - 2. The term "Agreement" means this Grant Agreement.
  - 3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
  - 4. The term "Application Guidelines" means the Urban Greening Grant Program Grant Guidelines and Application.
  - 5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
  - 6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
  - 7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
  - 8. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific Urban Greening project objectives within a specific project performance period by the Grantee.
  - 9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
  - 10. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
  - 11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Urban Greening project beyond the Grant Funds provided by this Agreement.
  - 12. The term "Payment Request Form" means Form RA212.
  - 13. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
  - 14. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.

- 15. The term "Project Scope" means the description or activity of work to be accomplished by the Urban Greening Project.
- 16. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
- 17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivisions of the State.
- B. Project Execution
  - 1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
  - 2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
  - 3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**.

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4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

- 6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits, and licenses (e.g., state contractor's license) will have been obtained.
- 7. Grantee shall provide access to the State upon 24-hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
- 8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
- 9. Grantee shall provide for public access to the Project where feasible.
- 10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
- 11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.
- 12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

### C. Project Costs

- 1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
  - a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
  - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

- 2. Payment Documentation:
  - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
  - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- 3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
- 4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A as approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.
- D. Project Administration
  - 1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
  - 2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
  - 3. Grantee agrees to use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
  - 4. Grantee shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2026**.
  - 5. Final payment is contingent upon State verification that the Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.

- 6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
- 7. Grantee must report to the State all sources of other funds for the Project.
- E. Project Termination
  - Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State. The State may also terminate this Grant Agreement for any reason at any time if it learns that the Grantee made false representations during the evaluation process, either knowingly or because Grantee failed to act reasonably. This can include, but is not limited to, identifying conditions or uses at the site that would otherwise be inconsistent with the purposes of the award, or would have deemed the project less competitive. The State reserves the right, in such cases, to require Grantee to repay any amounts already expended.
  - 2. If the State terminates the Agreement without cause prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for and reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
  - 3. If the Grantee fails to complete the Project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. Notwithstanding anything to the contrary contained in the previous sentence, Grantee shall not be liable for repayment to the State of any amounts disbursed by the State in the event Grantee fails to complete the Project or fails to fulfill any other obligations of this Agreement as a result of the negligent acts or omissions or the willful misconduct of the State or its agents, officers, or employees. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
  - 4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
  - 5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to

settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

- 6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.
- F. Hold Harmless
  - 1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence or willful misconduct of State, its officers, agents, and employees.
  - 2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence or willful misconduct of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
  - 3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
- G. Financial Records
  - 1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
  - 2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
  - 3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

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- H. Use of Facilities
  - 1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
  - 2. Grantee shall maintain, operate, and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY-FIVE (25)**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
  - 3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
  - 4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to: (1) the amount of the grant, (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
  - 5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
  - 6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.
- I. Nondiscrimination
  - During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations

promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

- 2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
- 3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.
- J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written

grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

- 2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.
- O. Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

### EXHIBIT A

## STATE OF CALIFORNIA NATURAL RESOURCES AGENCY

### Urban Greening Grant Program Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

GRANTEE NAME:	City of San Fernando
PROJECT TITLE:	Carlisle Green Alley
AGREEMENT NUMBER:	UG2106-0
PROJECT LOCATION:	Carlisle St. Between Pico St. and O'Melveny Ave., San Fernando, CA 91340

### PROJECT SCOPE:

Project to transform an existing alley into a new linear green space. Project will include permeable surfaces for groundwater infiltration, trees and native landscaping, bioswales, a pedestrian pathway and bikeway, and intersection improvements. The City of San Fernando is receiving \$100,000 in grant funds from the State Coastal Conservancy to complete grading for stormwater features and a \$30,000 grant from Cal Fire's Urban and Community Forestry Program to install approximately 50 trees along the streets adjacent to the alley.

Grant-funded project elements include:

- Project design and engineering
- Technical and project management consultants
- Community engagement
- Site preparation, including:
  - Mobilization/demobilization
  - o Demolition
  - Grading for construction preparation, excluding stormwater features
  - Approximately 48,000 square feet of asphalt removal
- Plant approximately:
  - 200 15-gallon trees along Carlisle Street*
  - 99 5-gallon native shrubs*
  - 198 1-gallon native grasses*
  - Approximately 100 cubic yards of mulch
- Plant Establishment**

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- Install hardscape and street elements, approximately:
  - o 1,556 tons of porous asphalt
  - o 2,334 tons of conventional asphalt
  - o 26 curb ramps
  - o 1,260 square feet of sidewalks
  - 2,075 linear feet of curb and gutter
  - o 3 concrete mini traffic circles
  - o 25 sharrow pavement markings
  - o 55 pedestrian-level lights
  - Cross gutters
  - o Utility raising
  - o Signage
- Construction management and inspections
- Approximately 2 funding acknowledgement signs

### EXHIBIT A

The project is located along Carlisle St. and will enhance public access for the existing street and sidewalk network.

### **PROJECT SCHEDULE:**

ACTIVITY DESCRIPTION	TIMELINE
Preliminary work on the project	October 2023 – March 2024
Submit final site designs/plans/specs to State*	January 2024 – May 2024
Contractor award	May 2024 – August 2024
Submit evidence of signage	August 2024
Mobilization, begin construction and/or other key activities	September 2024 – August 2025
Record MOUGA and Submit final payment request and close out documents to State	July 2025 – August 2025

* A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate species for the site, with consideration given to carbon sequestration, inclusion of native species where feasible, pollinator habitat, and low water, drought tolerant plantings. Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO), all Governor Executive Orders, and local water ordinances.

**Plant establishment reimbursed by the grant not to exceed two (2) years.

COST ESTIMATE: See Exhibit A-1

#### August 19, 2024 Begular CC Mtg DocuSign Envelope ID: F6533535-6D1A-4A7D-99C4-3716090D41CC

Exhibit A-1: Cost Estimate Carlisle Green Alley City of San Fernando UG2106-0 CONTRACT NO. 2229

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		Urban Greening	State Coastal Conservancy	CAL FIRE Urban and Community Forestry Grant
PROJECT ELEMENT	Total Amount	Grant	Grant (Cash)	(Cash)
NON-CONSTRUCTION				
Planning Design & Permitting	¢100.000.00	¢100.000.00		
Design	\$100,000.00	\$100,000.00		
Engineering	\$100,000.00	\$100,000.00		
Direct Project Management & Administration	¢100.000.00	¢100.000.00		
Technical and PM Consultants	\$100,000.00	\$100,000.00		
Community Engagement	\$110,000.00	\$110,000.00		
Subtotal Non-Construction (not to exceed 25% of grant)	\$410,000.00	\$410,000.00		
CONSTRUCTION				
Site Preparation				
Mobilization / Demobilization	\$100,000.00	\$100,000.00		
Demolition	\$250,000.00	\$250,000.00		
Grading - Construction Preparation	\$150,000.00	\$150,000.00		
Grading - Stormwater Features	\$100,000.00		\$100,000.00	
Asphalt Removal	\$250,000.00	\$250,000.00		
Greening Elements				
Trees (15-gallon) along Carlisle	\$60,000.00	\$60,000.00		
Trees (15-gallon) along adjacent streets	\$30,000.00	+		\$30,000.00
Native Shrubs (5-gallon)	\$9,900.00	\$9,900.00		1
Native Grasses (1-gallon)	\$9,900.00	\$9,900.00		
Plant Establishment	\$65,000.00	\$65,000.00		
Mulch	\$6,000.00	\$6,000.00		
Hardscape and Street Work	40,000.00	φ0,000.000		
Porous Asphalt	\$311,200.00	\$311,200.00		
Conventional Asphalt	\$466,800.00	\$466,800.00		
Curb Ramps	\$130,000.00	\$130,000.00		
Sidewalks	\$12,600.00	\$12,600.00		
Curb and Gutter	\$41,500.00	\$41,500.00		
Concrete Mini Traffic Circles	\$180,000.00	\$180,000.00		
Sharrow Pavement Markings	\$130,600.00	\$5,625.00		
Pedestrian-Level Lighting	\$275,000.00	\$275,000.00		
Misc. (Cross Gutters, Utility Raising, Signage)	\$80,176.25	\$80,176.25		
Project Initiation	φυυ, i / 6.23	φου, 17 0.23		
Construction Management	\$160,352.50	\$160,352.50		
	\$160,352.50	\$160,352.50		
Funding Acknowledgment Signs	\$160,352.50	\$160,352.50		
			\$100.000.00	£20.000.00
Subtotal Construction	\$2,859,406.25 \$343,128.75	\$2,729,406.25 \$343,128.75	\$100,000.00	\$30,000.00
Contingency (not to exceed 10% of grant) PROJECT TOTAL	\$3,612,535.00		\$100,000.00	\$30,000.00

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.

**Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

August 19, 2024 Regular CC Mtg



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## AGENDA REPORT

То:	Mayor Celeste T. Rodriguez and Councilmembers
From:	Nick Kimball, City Manager By: Wendell Johnson, Director of Public Works
Date:	August 19, 2024
Subject:	Consideration to Accept Project Completion and Authorize the Recordation of a Notice of Completion for the HVAC Upgrades at the Police Department

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Accept the improvements as constructed by Willdan Energy Solutions for the San Fernando Police Department Facility HVAC Project, and consider the work completed;
- b. Authorize the issuance and filing of a "Notice of Completion" (Attachment "A") with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention amount of \$172,496.45 after the 35-day lien period from the date the Notice of Completion is recorded.

### BACKGROUND:

- 1. On December 14, 2021, staff released a Request for Proposals (RFP) for design and construction management services for Solar, HVAC, and Battery Energy Storage Systems at the Police Department and Public Works Operations facilities, as well as an alternate contract item for City Hall.
- 2. On January 4, 2022, staff received three (3) proposals from qualified and experienced mechanical, electrical, and plumbing (MEP) engineering firms: NAI Consulting, P2S ENG, and Willdan Energy Solutions.
- 3. On January 18, 2022, the City Council awarded a contract to Willdan Energy Solutions for feasibility analysis and design of Solar, HVAC, and BESS projects at City facilities.
- 4. On November 21, 2022, the City Council awarded a contract to Willdan Energy Solutions for installation of the HVAC Upgrades at Police Department.

**Consideration to Accept Project Completion and Authorize the Recordation of a Notice of Completion for the HVAC Upgrades at the Police Department** Page 2 of 3

### ANALYSIS:

The HVAC system at the San Fernando Police Department, which was installed in 1988, had been struggling to keep up with adequately cooling the entire facility. Before upgrading the HVAC system, there had been an annual average of 20 service call-outs by an outside maintenance contractor to address various issues with the aging system in the previous three (3) years before the project commenced. The addition of the new citywide radio system equipment at the Police Department facility requires proper cooling and ventilation to prevent the technology and communications equipment from overheating, which created the critical need of having this system replaced in the timeliest manner possible. The 24-hour nature of the Police Department facility, its critical role in providing public safety and emergency services to the community, and its high-energy use requires a prioritized approach to introducing energy-efficient HVAC equipment upgrades.

The Police Department HVAC Redesign and Replacement project included the following: Demolition and disposal of existing variable air volume (VAV) system, five rooftop units, mixed air unit and exhaust fans. Installation of new variable refrigerant flow (VRF) heat recovery system to allow for simultaneous heating and cooling. Installation of new dedicated outdoor air systems. Installation of VRF refrigerant piping. Installation of two high-efficient roof top units. Duct modifications throughout the buildings. Installation of new exhaust fans. Installation new building management system to control all the HVAC systems. Testing and commissioning of the mechanical and controls system.

The complete replacement of the traditional variable air volume (VAV) system with a high efficiency variable refrigerant flow (VRF) system had a number of community benefits, including reducing energy costs to power the system, reducing the City's carbon footprint in alignment with the City's climate goals, and improved indoor air quality.

Some of the additional benefits received from upgrading the VAV HVAC system to VRF include:

- VRF HVAC systems are designed to be more energy-efficient, resulting in lower energy consumption and reduced utility bills.
- VRF HVAC systems come with advanced filtration and ventilation features that help improve indoor air quality by reducing allergens, pollutants, and humidity levels.
- VRF HVAC systems provide more consistent heating and cooling, leading to improved comfort levels for building occupants.
- VRF HVAC systems are designed to operate more quietly, creating a more peaceful environment within the building.

### **Consideration to Accept Project Completion and Authorize the Recordation of a Notice of Completion for the HVAC Upgrades at the Police Department** Page 3 of 3

• VRF HVAC systems help reduce the building's carbon footprint by consuming less energy and reducing greenhouse gas emissions.

Following a comprehensive evaluation of the work performed by the Contractor, staff confirmed that the project was completed in conformance with the approved plans and specifications. As a result, staff recommends proceeding with filing a Notice of Completion for recordation with the Los Angeles County Office of the Registrar-Recorder/County Clerk.

### **BUDGET IMPACT:**

Police Department HVAC Redesign and Replacement project was completed by Willdan Energy Solutions within the budgeted amount at a final cost of \$3,449,929.

### CONCLUSION:

Staff recommends the City Council accept the improvements as constructed by Willdan Energy Solutions, consider the work completed, authorize the issuance and filing of the "Notice of Completion," and authorize the release of the five percent retention amount (\$172,496.45) after the 35-day lien period.

### ATTACHMENT:

A. Notice of Completion

### RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

**City of San Fernando** Julia Fritz, City Clerk San Fernando City Hall 117 Macneil Street San Fernando, CA 91340

Space Above This Line Reserved For The Recorder's Use

EXEMPT FROM RECORDING FEES PER GOVT CODE SECTION 6103

### NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

- 1. **NOTICE IS HEREBY GIVEN THAT:** work on the San Fernando Police Facility HVAC project has been completed, and it is recommended that a Notice of Completion be executed and recorded
- 2. NAME AND ADDRESS OF OWNER: City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
- 3. **DESCRIPTION OF THE PUBLIC WORK:** Project construction improvements consisted of upgrading heating, ventilation, and air conditioning (HVAC) system.
- DESCRIPTION OF PROPERTY: The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: 910 First Street, San Fernando, CA 91340
- 5. ACCEPTED AND COMPLETED: Work on said contract was completed and accepted on April 3, 2024
- 6. NATURE OF OWNER'S INTEREST: In fee
- 7. NAME AND ADDRESS OF CONTRACTOR: Willdan Energy Solutions, 2401 E. Katella Avenue, Suite 300, Anaheim, CA. 92806
- 8. **DECLARATION:** I, Wendell Johnson, duly appointed Director of Public Works of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Wendell Johnson City of San Fernando, California

Date

### 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

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

Julia Fritz, Notary Public

August 19, 2024 Regular CC Mtg



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### AGENDA REPORT

То:	Mayor Celeste T. Rodriguez and Councilmembers
From:	Nick Kimball, City Manager By: Erika Ramirez, Director of Community Development
Date:	August 19, 2024
Subject:	Consideration to Approve a First Amendment to the Professional Services Agreement with Interwest SAFEbuilt Company for Additional On-Call Services

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve a First Amendment to the Professional Services Agreement ("PSA") with Interwest SAFEbuilt Company ("Interwest") (Attachment "A" Contract No. 2248(a)) to increase the annual maximum compensation from \$150,000 to \$240,000 for on-call services; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

### BACKGROUND:

- 1. On December 7, 2023, the Community Development Department issued a Request for Proposal ("RFP") for On-Call Building and Safety Services.
- 2. On May 20, 2024, the City Council approved Professional Services Agreements with Scott Fazekas & Associates, Inc. (SFA) for On-Call Building Plan Review Services and with Interwest a SAFETbuilt Company, Inc. for On-Call Comprehensive Building and Safety Services.
- 3. On July 12, 2024, Scott Fazekas & Associates, Inc. notified the City that they would be discontinuing plan check services.

### ANALYSIS:

The California Building Code (CBC) mandates that local jurisdictions have an enforcement agency to administer and enforce building regulations, prioritizing public health, safety, and welfare. Adhering to the CBC guarantees that projects meet minimum safety standards, minimizing the

COMMUNITY DEVELOPMENT DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-1227 WWW.SFCITY.ORG

### **Consideration to Approve a First Amendment to the Professional Services Agreement with Interwest SAFEbuilt Company for Additional On-Call Services** Page 2 of 3

risk of harm to occupants. Mandatory inspections during construction serve as a vital complement to the expertise of contractors, creating a system of checks and balances that ensures project safety.

Under San Fernando Municipal Code Section 18-2(d), the Building and Safety Division assumes the role of the enforcement agency, with the Building Official serving as its leader. This division is responsible for enforcing building codes, conducting plan reviews, performing inspections, and delivering excellent customer service. To effectively operate, the Building and Safety Division requires four key components: the Building Official, Building Plan Check Reviewer, Building Inspector, and Building Permit Technician.

The Community Development Department procured Building and Safety services through a RFP process in early 2024. The City Council approved professional services agreements with Scott Fazekas and Associates (SFA) to provide building plan check reviewer services and Interwest a SAFETbuilt Company, Inc. to provide Building Official responsibilities and on-site building administrative and inspection services, including assisting the public with building code inquiries, conducting over-the-counter plan reviews and approvals for incidental projects, conducting building inspections, and fulfilling other necessary functions related to building services. Interwest also has the capacity and expertise to provide building plan check reviewer services, however, at the time, staff recommended continuing to contract with Scott Fazekas & Associates for plan check reviewer services to maintain continuity with existing projects in the pipeline.

On July 12, 2024, Scott Fazekas & Associates notified the City that they would be discontinuing plan check services under the newly executed agreement. The agreement with Interwest as described above is comprehensive, authorizing the company to provide the full range of Building and Safety-related services on an on-call, as-needed basis, including plan check services. When the City requires specific services or tasks under the agreement, a written work order issued by the City authorizes these services or tasks. This structure allows the Community Development Department to respond to needs promptly and efficiently. However, the annual maximum amount of \$150,000 was initially set with the expectation that routine plan check services would be provided by SFA. With the recent notification from SFA that they will no longer provide routine plan check services, there is a need to replace these services.

Staff is requesting approval to increase the "do-not-exceed" amount of the existing professional services agreement with Interwest from \$150,000 to \$240,000 to account for these additional services. This action will transfer the contract authority previously included in the SFA PSA to the Interwest PSA to provide the services that SFA will no longer be providing.

The plan check services provided by Interwest are fully offset by fees collected from applicants and placed into a deposit account. Under this amendment Interwest will receive 65% of the plan check fees collected and the City will retain 35%. This fee structure reflects a reduction from the originally proposed fee of 70% and is reflected in the Supplemental Plan Check & Inspection Services Work Order (Attachment "A" Exhibit "B").

### **Consideration to Approve a First Amendment to the Professional Services Agreement with Interwest SAFEbuilt Company for Additional On-Call Services** Page 3 of 3

### **BUDGET IMPACT:**

There will be no impact to the budget as building plan services are fully offset by the plan check fees collected from applicants. With the amendment, the City will receive 35% of the plan check fee. An increase of 10% from Fiscal Year 2023-2024.

### CONCLUSION:

It is recommended that the City Council approve a First Amendment to the Professional Services Agreement ("PSA") with Interwest SAFEbuilt Company ("Interwest") (Attachment "A" – Contract No. 2248(a)) for on-call services to increase the annual maximum compensation from \$150,000 to \$240,000.

### **ATTACHMENTS:**

 A. Contract No. 2248(a), including: Exhibit "A": Contract 2248
 Exhibit "B": Supplemental Plan Check & Inspection Services Work Order



### 2024 <u>FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT</u> (Engagement: On-Call Comprehensive Building & Safety Services) (Parties: Interwest a SAFEbuilt Company and City of San Fernando)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") to that certain agreement entitled "Professional Services Agreement – On-Call Comprehensive Building & Safety Service", Contract No. 2248 (the "Master Agreement") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and INTERWEST, A SAFEBUILT COMPANY (hereinafter, "CONSULTANT") is made and entered into this 19th day of August, 2024. For the purposes of this First Amendment, the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

### RECITALS

WHEREAS, the Master Agreement was approved by the San Fernando City Council at its Regular Meeting of May 20, 2024, under Agenda Item No. 6 and executed on the same date (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Parties now wish to modify the maximum compensation to account for plan check services at the revised rate of 65% of the total plan check fee as described in the work order attached and incorporated hereto as Exhibit "B" (the "Supplemental Plan Check & Inspection Services Work Order") and provided a maximum compensation of **TWO HUNDRED FORTY DOLLARS (\$240,000)** during each of the five (5) fiscal years for a total do-not-exceed amount of **ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000)** for the total term of the Agreement.

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

**SECTION 1**. The term "Fiscal Year Not-to-Exceed Sum as defined under Section 1.4 (Compensation) of the Master Agreement is increased to the sum of **TWO HUNDRED AND FORTY THOUSAND DOLLARS (\$240,000)**. The term "Aggregate Not-to-Exceed Sum" as defined under Section 1.4 (Compensation) of the Master Agreement is increased to the sum of **ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000)**.

**SECTION 2.** The Parties further agree that the Scope of Services as defined under Section 1.2(A) of the Master Agreement is modified to include the various services and tasks described in the Supplemental Plan Check & Inspection Services Work Order which is attached and incorporated hereto as Exhibit "B". Notwithstanding, anything in the "Compensation Rate"

to the contrary, CONSULTANT'S compensation for the various services and tasks set forth in the Supplemental Plan Check & Inspection Services Work Order shall be compensated in accordance with the Fee Schedule set forth in the same document.

**SECTION 3.** Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only to the extent of the conflict or inconsistency and no further.

**SECTION 4.** The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein or in the Master Agreement shall be valid or binding. No further amendment, modification or supplement to the Master Agreement as amended by way of this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

**CITY OF SAN FERNANDO:** 

INTERWEST CONSULTING GROUP:

Ву:	Ву:
Nick Kimball, City Manager	
	Name:
Date:	
	Title:
	Date:
APPROVED AS TO FORM:	
Ву:	
Richard Padilla, City Attorney	
,,,	
Date:	



### 2024 <u>PROFESSIONAL SERVICES AGREEMENT</u> (Parties: Interwest a SAFEbuilt Company Inc. and City of San Fernando) (Engagement: On-Call Comprehensive Building & Safety Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 20th day of May, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and INTERWEST A SAFEBUILT COMPANY INC. (Interwest) (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 on-call as needed building and safety services in building administration, building permit inspection services; building permit plan check services including landscape and irrigation plan check and inspection services; specialized plan check and inspection services; and counter and permit issuance services; 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 May 20, 2024, under Agenda Item No. 6.

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 <u>TERM</u>: This Agreement shall have a term of three (3) years, (hereinafter, the "Term"), commencing from July 1, 2024. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for two (2) one-year periods at the option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

PROFESSIONAL SERVICES AGREEMENT On-Call Comprehensive Building & Safety Services Page 2 of 124

# 1.2 <u>SCOPE OF SERVICES</u>:

Α. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Qualifications of CITY entitled "Professional On-Call Building & Safety Services" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Interwest a SAFEbuilt COMPANY City of San Fernando Professional On-Call Building & Safety Services". The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as Exhibit "A" and "B" respectively. The term "Scope of Services" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services. 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 Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

# 1.3 **PROSECUTION OF SERVICES:**

- A. CONSULTANT shall perform the Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
  - 1. A detailed description of the specific services or tasks requested;
  - 2. The location of where the particular services or tasks are to be performed, if applicable;
  - 3. A not-to-exceed budget for performing the services or tasks;
  - 4. A timeline for completing the requested services or tasks;
  - 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
  - 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.

- B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth in Section 1.3(A), above;
- C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;
- D. 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;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- COMPENSATION: CONSULTANT shall perform the Services in accordance with the 1.4 CONSULTANT's "Proposal Cost Sheet and Rates" which is attached and incorporated hereto as Exhibit "C" (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation may not exceed the annual sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) during each of the five (5) fiscal years encompassed by this Agreement (hereinafter, the "Fiscal Year Not-to-Exceed Sum") for an aggregate Not-to-Exceed Sum of SEVEN HUNDRED FIFTY DOLLARS (\$750,000) (hereinafter, the "Aggregate Not-to-Exceed Sum"). CONSULTANT's total aggregate compensation during the extended five (5) year Term of this Agreement shall not exceed the Aggregate Not-to-Exceed Sum unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Aggregate 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 Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.5 <u>PAYMENT OF COMPENSATION</u>: Following the conclusion of each calendar month, CONSULTANT will 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 any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, 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.

- 1.6 <u>ACCOUNTING RECORDS</u>: 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.
- 1.7 <u>ABANDONMENT BY CONSULTANT</u>: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, 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 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 <u>CITY'S REPRESENTATIVE</u>: The CITY hereby designates Erika Ramirez, Director of Community Development Department (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's 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 the City Representati
- 2.2 <u>CONSULTANT REPRESENTATIVE</u>: CONSULTANT hereby designates Elizabeth Alsky 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 the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

PROFESSIONAL SERVICES AGREEMENT On-Call Comprehensive Building & Safety Services Page 5 of 124

- 2.3 <u>COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS</u>: CONSULTANT agrees to work closely with CITY staff in the performance of the Services 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 his or her designees.
- 2.4 <u>STANDARD OF CARE; PERFORMANCE OF EMPLOYEES</u>: CONSULTANT represents, acknowledges, and agrees to the following:
  - A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
  - 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 Services 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 §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the 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 Services 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, notwithstanding Section 5.2(B), will be completed within seven (7) calendars 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 Services under the standard of care as articulated under section 2.4(A).

2.5 <u>ASSIGNMENT</u>: 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 , which shall not be unreasonably delayed or withheld. 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.

<u>SUBSTITUTION OF KEY PERSONNEL</u>: 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: William "Bill" Hayes, Project Manager and Elizabeth Alsky, Account Manager.

2.6 <u>CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR</u>: The Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Services

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 Services 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 Services 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 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. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 2.7 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: 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 Services 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 Services.
- 2.8 <u>COMPLIANCE WITH LAWS</u>: 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 Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.
- 2.9 <u>NON-DISCRIMINATION</u>: 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.

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2.10 <u>INDEPENDENT CONTRACTOR STATUS</u>: 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 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: Before performing any Services contemplated under this Agreement, 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. <u>Commercial General Liability Insurance</u>: 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. <u>Automobile Liability Insurance</u>: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, 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 will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
  - C. <u>Workers' Compensation Insurance/ Employer's Liability Insurance</u>: 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 Services contemplated in this Agreement.

- D. <u>Errors & Omissions Insurance</u>: 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 <u>ADDITIONAL INSURED REQUIREMENTS</u>: 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 <u>REQUIRED CARRIER RATING</u>: 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 <u>PRIMACY OF CONSULTANT'S INSURANCE</u>: Except with respect to Workers' Compensation coverage, 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 <u>WAIVER OF SUBROGATION</u>: 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 <u>VERIFICATION OF COVERAGE</u>: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or 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. Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

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- 3.7 <u>FAILURE TO MAINTAIN COVERAGE</u>: 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 CONTRACTOR 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 <u>SPECIAL RISKS OR CIRCUMSTANCES</u>: 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. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

#### IV. INDEMNIFICATION

WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, 4.1 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.

- 4.2 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 indemnity, 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.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and 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 to the extent 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 and selected from CONSULTANT's insurance carrier's panel counsel.
- 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 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. <u>TERMINATION</u>

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 Services. 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 <u>EVENTS OF DEFAULT; BREACH OF AGREEMENT</u>:

- 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 following Events of Defaults 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 Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; and/or (v) 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 1.5, 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 in proportion CONSULTANT's liability.

- 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 <u>SCOPE OF WAIVER</u>: 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 <u>SURVIVING ARTICLES, SECTIONS AND PROVISIONS</u>: 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. CONSULTANT shall have no liability arising from the use of any Documents and Data for any purpose or on any project other than that for which it was produced. For the avoidance of doubt, nothing in this Agreement shall be understood to grant CITY rights to pre-existing intellectual property of CONSULTANT, including CONSULTANT software and licensed software, or to any improvements thereto.
- 6.2 <u>CONFIDENTIALITY</u>: 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

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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 Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 <u>FALSE CLAIMS ACT</u>: 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., §§3789 *et seq*. and the California False Claims Act, Government Code §§12650 *et seq*.
- 6.4 <u>NOTICES</u>: 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:	CITY:
Interwest Consulting Group, Inc.	City of San Fernando
Attn: Paul Meschino, President	Community Development Department
9320 Chesapeake Drive, Suite 208	Attn: Erika Ramirez, Director of Community
San Diego, CA 92123	Development
Phone: (619) 372-9962	117 Macneil Street San Fernando CA 91340
	Phone: (818) 898-1217

Such notices will be deemed effective when personally delivered <u>or</u> successfully transmitted by facsimile as evidenced by a fax confirmation slip <u>or</u> 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 <u>COOPERATION; FURTHER ACTS</u>: 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 <u>SUBCONTRACTING</u>: CONSULTANT will not subcontract any of the Services contemplated under 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 <u>CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS</u>: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.

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#### 6.8 <u>CONFLICTS OF INTEREST</u>:

- A. 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.
- B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
- C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 et seq. CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.
- 6.9 <u>TIME IS OF THE ESSENCE</u>: Time is of the essence for each and every provision of this Agreement.
- 6.10 <u>GOVERNING LAW AND VENUE</u>: 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, 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.

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- 6.11 <u>ATTORNEYS' FEES</u>: 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 <u>SUCCESSORS AND ASSIGNS</u>: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 <u>NO THIRD-PARTY BENEFIT</u>: 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 <u>CONSTRUCTION OF AGREEMENT</u>: 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 <u>SEVERABILITY</u>: 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 <u>AMENDMENT; MODIFICATION</u>: 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 <u>CAPTIONS</u>: 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 <u>INCONSISTENCIES OR CONFLICTS</u>: 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 <u>ENTIRE AGREEMENT</u>: 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.

- PROFESSIONAL SERVICES AGREEMENT On-Call Comprehensive Building & Safety Services Page 19 of 124
- 6.20 <u>FORCE MAJEURE:</u> The completion deadline for any Services assigned to CONSULTANT may 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. 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 <u>COUNTERPARTS</u>: 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.

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:	INTERWEST A SAFEBUILT COMPANY INC.:
By: DocuSigned by: Mick Limball 1041FC9C27C7499	By: DocuSigned by: Paul Musclino
Nick Kimball, City Manager	
Date: ĐÊĊĐĚĊEĐEÈĀÇĀÈČĐEĀÁÀĀA Â	Name: ÁÃĈĄĀÀĂCÄÅÅÆÆĀ
Date:	- Title: ÁBĂCÂĀĂÆĆĀ
APPROVED AS TO FORM	Date: DÊĊĐĚĊEĐEÈĀÇĀĐĐČÈÈĀÀĀÁ Â
By: Richard Padilla	_
Richard Padilla, Assistant City Attorney	
Date: ĐÊĊĐĚĊEĐEÈĀÇĀĐĐČÉËĀÀĀÁ Â	



# **REQUEST FOR PROPOSALS**

Notice is hereby given that Request for Proposals (RFP) will be received by the City of San Fernando, California, for furnishing the following:

# PROFESSIONAL ON-CALL BUILDING AND SAFETY SERVICES

The City of San Fernando Community Development Department is requesting RFPs from qualified firms to provide on-call as needed professional Building & Safety services. The contract term will be for a period of three (3) years.

Three original and one electronic copy of the proposal must be submitted to the COMMUNITY DEVELOPMENT DEPARTMENT in a sealed envelope labeled "City of San Fernando RFP-**Professional On-Call Building & Safety Services**" at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, no later than <u>Thursday, January 11, 2024 at 5:30pm</u>. All RFPs received after that time will not be accepted.

A copy of the RFP may be obtained from the City's website at SFCITY.ORG/rfps-rfqs-nibs-nois/.

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 in writing or email 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 December 7, 2023

CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "A"

City of San Fernando CD- BLD RFP

# **REQUEST FOR PROPOSALS**



The Community Department is requesting proposals for:

# **Professional On-Call Building & Safety Services**

RELEASE DATE: December 7, 2023

**RESPONSE DUE: January 11, 2024** 

Page 2 of 14



# **GENERAL INFORMATION**

The City of San Fernando' Community Development Department ("City") is seeking proposals from qualified consulting professionals or firms ("Consultant") interested in providing on-call as needed professional consulting services to the Building & Safety Division of the Community Development Department. The City is requesting proposals that provide the following: 1) building adminstration; 2) building permit inspection services; 3) building permit plan check services including landscape and irrigation plan check and inspection services; or 6) any of the combined services.

Agreements with selected Consultant(s) will be for three-year term with optional extensions at the discretion of the City.

A list of the scope of services if provided herein. Consultants responding to this proposal must indicate the skills, ability, and/or services which distinguish the consulting professionals or firms from other consulting professionals or firms to make the proposal the best choice for the City.

# BACKGROUND

The City of San Fernando (City) is a general law city incorporated in 1911. The City is governed by a five-member city Council who members are elected at large and operates under a Council/City Manager form of government. It is located in the San Fernando Valley region of Los Angeles County and is approximately 2.4 square miles with a residential population of 24, 564.

The Community Development Department includes the divisions of Planning, Building & Safety, Community Preservation and Housing. The Community Development Department intends to utilize this RFP to select one or more Consultants that are capable of providing on-call as needed building and safety services such as administrative, plan check, permit issuance and inspection services.

#### **On-Call Building & Safety Services**

The City currently has separate contracts for on call as needed plan check services which will expire April 2024 and for on call as needed building inspection services that will expire June 2024; and is therefore, seeking to contract with qualifying Consultants that can provide comprehensive on-call as needed building and safety services including administration, permit issuance, plan checks, inspections, and public counter services. The building and safety services being requested should not be construed as mutally exclusive services. The City retains the right to accept or reject any and all of the proposals; or any item or part thereof at its discretion; make an award for a portion of the scope of work/services; or award contracts to one or more proposers for any portion of the described services.



Proposing firms should also highlight any additional certifications or specialized plan reviews or inspections that may be required in association with development projects that are within the firm's expertise. This should include landscape and irrigation plan check and inspection services as well as plan reviews and inspections in accordance to the City of Los Angeles Fire Code-specifically related to Fire Sprinklers. The Community Development Department desires firms that can also provide assistance in analyzing and amending the Municipal Code, developing policy documents; and recommending implementation procedures for effective and efficient plan review, permit issuance and inspection processing in accordance to building and safety related enacted state legislation.

The Consultant(s) will enter into an agreement to provide building and safety services on an oncall as needed basis for a period of three (3) years. The City has the discretion to request any of the listed services on an as need basis for specific durations of time during the three year period. The selection does not guarantee the use of all aspects of the services listed. Services will be requested when needed. When the firm is requested to provide a building and safety service, the firm and its staff shall work as extension of City staff and under the direction of the Director or their designee. Depending on the specific work the firm is selected to perform, work may be required to be conducted on-site at City Hall or remotely according to the Division needs. This means selected firms shall have the required software and hardware to receive and return electronic plans as well as to perform electronic review and approval of plans in addition to hard copies. The successful firms shall also have the resources to provide cost effective and timely services to the City. Additionally, the City has an option to interview the Consultant's candidate who will provide on-call service(s). If sub-consultants are necessary to complete the work, the consultant shall advise the City of the name of the firm(s) proposed to complete those studies. Sub-consultants shall have all the appropriate licenses, certifications, and registrations necessary to perform the scope of work. The consultant shall be fully responsible to the City for the performance of their subcontractors, and of persons either directly or indirectly employed by them.

# **INSTRUCTIONS TO SUBMITTING FIRMS**

#### A. Examination of Proposal Documents

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

#### B. <u>Questions/Clarifications</u>

Please direct any questions regarding this RFP to Erika Ramirez, Director of Community Development, via e-mail at <u>eramirez@sfcity.org</u>. Questions must be received by 5:30 p.m. on **Tuesday, December 12, 2023**. All questions received prior to the deadline will be collected and responses will be emailed by **Thursday, December 14, 2023**.



#### C. <u>Submission of Bid Proposals</u>

All bid proposals shall be submitted via email to Erika Ramirez at <u>eramirez@sfcity.org</u> and the subject line of the email shall read, "City of San Fernando RFP –Professional On-Call Building & Safety Services." Proposals must be received no later than Thursday, <u>January 11,</u> <u>2024 at 5:30 p.m.</u> All proposals received after that time will not be accepted.

#### D. <u>Withdrawal of Proposals</u>

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

#### E. <u>Rights of City of San Fernando</u>

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

The City reserves the right to:

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

#### F. <u>Contract Type</u>

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

#### G. <u>Collusion</u>

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 being requested by this Request for Proposal. The City of San Fernando Community Development Department requires the services of consulting firms on an on-call as needed basis to assist from time to time for various services within the Building & Safety Division. Therefore, the Department seeks to select a Consultant(s) capable of providing comprehensive services related to building and safety on an on-call as needed basis. This will allow firms to be selected for required services staff is not licensed or certified to provide as part of the development review process as well as to engage professional experts to assist with City initiated projects or programs.

While the City has historically utilized vendors for these services, this RFP is being issued in compliance with internal requirements to periodically solicit proposals and maintain an updated list of qualified vendors.

#### **Required Services:**

#### On-Call Building & Safety Services

The City of San Fernando has adopted the City of Los Angeles Building Code by preference and contracts with the City of Los Angeles Fire Department for Fire Plan Check, Permitting and Inspections associated with development projects. The City has currently contracts with a professional consulting firm to provide remote plan check review services. Therefore, plan review is primarily electronic, however, the City does not prohibit physical plans from being submitted if the applicant prefers. The City has recently purchased Bluebeam software for staff to electronically review plans. The City also provides an online portal for the issuance of permits. The Building and Safety Division currently utilizes Edgesoft AIMS system for permits, inspections and keeping property records.

Over the past five years, the Building and Safety Division has seen the following levels of activity through the noted fiscal cycles:

FISCAL YEAR	2020/2021	2021/2022	2022/2023	2023/2024*
Permit	\$15,110,838.00	\$19,982,065.00	\$138,368,651.00	\$98,374.18*
Valuation				
No. of Permits	1,219	1,059	1,034	404*
No. of	1,116	1,233	1,177	435*
Inspections				



*Includes dates from July 1, 2023 through October 30, 2023

The City of San Fernando is seeking a Consultant(s) to provide comprehensive professional building and safety consulting services (Registered California Engineers, CASP, ICC or IAPMO certified Building Official, Plan Examiners, Inspectors, Permit Technicians). Proposals shall include a proposed staffing plan on how to provide the required services in a cost effective manner. The staffing plan shall identify the number of persons for each position that would be assigned to the City upon request. Indicate by name and title those persons that will be providing Administration, Plan Check, Landscape Plan Check, and Inspection services. Capacity by certified Specialized Plan Check and Inspection services and Permit issuance and counter services can be described and specific personnel can be provided upon request. Clearly indicate if each person will be assigned to off-site, on-site and whether persons assigned will be providing multiple services (i.e. Administration and Inspections). Multiple staffing level options may be proposed that are based upon a certain level of permit activity. Proposals must include the option for a certified permit technician for permit issuance and counter services. The City has a desire to have a gualified person onsite at a minimum of 4 hours a day for 4 days a week that can fulfill administrative, plan check (limited over the counter) and inspection services. Activities listed below included but are not limited to all those desired by the City.

- a) Building Administration.
  - a. Building Official. Consultant should propose an International Code Council (ICC) Certified Building Official. The Building Official shall perform the following services, including but not limited to:
    - i. Function as the Building Official as set forth in the California Building Code, in other municipal government adopted building codes and ordinances, as specified in Federal and State law.
    - ii. Issue Certificate of Occupancies (C of O) for buildings and structures.
    - iii. Manage, coordinate and oversee building permit, plan check and building inspections.
    - iv. Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the City of Los Angeles Building Code, California Building Codes, including any and all related Codes, or other uniform safety code, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health, safety and welfare of its constituents.
    - v. Make determinations on the approval and use of alternative materials and methods of construction.
    - vi. Process and prepare Planning and Preservation Commission and City Council reports and recommendations, and assist in the presentations of appeals regarding building and safety matters. Attend City Council, Planning and Preservation Commission meetings and other meetings as directed.
    - vii. Assist other Divisions such as Code Enforcement and Planning, with the preparation of necessary documents when prosecution action is necessary to obtain compliance with the above codes and regulations.



- viii. Make final interpretations concerning the application of building and safety codes.
- ix. Monitor the collection of building plan checks, inspections, permits fees, and other building activity level indicators, and submit monthly activity reports to the City.
- x. At the direction of the Director, assist with other administrative building and safety related duties, including developing and implementing policies and procedures, creating handouts and forms, drafting content for the website, etc.
- xi. Meeting with developers, homeowners, business owners, architects, engineers, and the general public at the City or in the field, as the need dictates to resolve grievances, and/or respond to questions to ensure timely project processing in compliance with State, Federal, City laws and ordinances.
- xii. Ensure all building related activities are entered into the City's tracking system in an accurate, complete, timely manner.
- b. Consultant shall provide the City the technical assistance necessary to prepare the periodic updates to the uniform building and safety and fire codes, including any local amendments, in accordance with the schedules established by the State of California, including:
  - i. Prepare the City's ordinance updates, staff reports and attend the City Council meetings.
  - ii. Coordinate with the Los Angeles City Fire Department and prepare city code ordinance update, regarding periodic updates to the Uniform Fire Code, including any local amendments, and ensure that the City's building and safety codes and the changes to the Uniform Fire Code are crossed referenced.
- b) Building Inspector.
  - a. Provide building inspection services by fully trained/certified inspectors for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances.
  - b. Inspect buildings and structures, for which building permits have been issued for compliance with the approved plans and applicable code and ordinances.
  - c. Inspect for compliance and conditions of approval set forth by the City's Development Services Department, Planning Commission, and/or City Council.
  - d. Coordinate with various City, County, and other agencies and departments, including but not limited to City of Los Angeles Fire Department, Los Angeles County Environmental Health Department, and the other governmental agencies providing services, and/or having jurisdiction over any aspects of a development project in order to obtain compliance with the above building and safety code regulations.
  - e. Enforce conditions of approval associates with discretionary permits regarding building and safety regulations, as adopted by the City.
  - f. During inspections, issue stop work orders or correction notices or notices of violation when violations of the above referenced codes and regulations occur.



- g. At the Consultants expense, provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out building permit inspections and all required duties.
- h. Provide special inspections by qualified inspectors and conduct investigations as directed by City, including field and office research and the preparation of letters and/or documents.
- i. Input daily inspection information into the City's computer permit tracking system.
- j. As directed provide inspection, investigation and enforcement for violations to all the above- referenced building and safety codes and regulations, as well as other adopted City ordinances, which relate to building and safety issues.
- k. The Building Inspector/Official will conduct daily inspections during a designated block of time as determined by the Director.
- I. As special circumstances dictate, after hour or weekend inspections will be conducted. Building Official will response to emergency calls from the City (i.e., staff, police dispatch) at any time as deemed necessary.
- c) Plan Check Services.
  - a. Perform architectural, structural, plumbing, mechanical and electrical plan check review for buildings and structures for compliance with applicable City of Los Angeles (as adopted by reference) Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Type of proposed plans check work may include new construction (residential, commercial, or industrial), remodel, additions, green building, Accessibility, Low Impact Development (LID), etc.
    - i. Perform transitional initial building plan check (first review) of submitted plans to determine compliance with City adopted codes, City of Los Angeles Building Code, California Building Code, California Plumbing Code, California Mechanical Code, California Energy Code, California Green Building Code, California Residential Code, California Historical Code, etc.
    - ii. Provide the applicant and the City with a written list of items needed for clarification or correction in order to achieve compliance with the building requirements.
    - iii. Perform all necessary liaison services with the Director, Building Official, or designee, either by mail, e-mail, telephone or virtual capacity, or in the Consultant's main office to ensure compliance with local policy interpretation.
    - iv. Perform building permit plan check services of plan revisions that have been previously submitted and/or have been previously approved for permit issuance.
    - v. Identify any approvals from outside agencies, departments prior to issuance of permits.
    - vi. Perform accessibility surveys upon request and demonstrate that designated staff providing this service are CASp certified.
    - vii. Provide a Structural Inventory for the project such as Use, Occupancy Type, Construction Type, Number of Stories, total floor area for each occupancy type, Fire Sprinkler requirements, etc.



- viii. Perform plan review within 10 working days from the date the City subs the plans to consultant for plan review for both initial plan reviews and subsequent plan review cycles.
- d) Landscape and Irrigation Plan Check and Inspection Services.
  - a. Landscape and irrigation plan check reviews shall be conducted by a licensed landscape architect to confirm plans are in compliance with all applicable City, State or any other applicable regulations and codes.
    - i. Provide the applicant and the City with a written list of items needed for clarification or correction in order to achieve compliance.
    - ii. Perform all necessary liaison services with the Director, Building Official, or designee, either by mail, e-mail, telephone or virtual capacity, or in the Consultant's main office to ensure compliance with local policy interpretation.
    - iii. Perform landscape and irrigation plan check services of plan revisions that have been previously submitted and/or have been previously approved for permit issuance.
    - iv. Perform plan review within 10 working days from the date the City subs the plans to consultant for plan review for both initial plan reviews and subsequent plan review cycles.
    - v. Advise applicant and City when an inspection shall be requested.
    - vi. Conduct inspections during the City set inspection days and times upon request for scheduling.
    - vii. Maintain records for State reporting purposes.
- e) Specialized Plan Review and Inspection Services including but not limited to Fire Examiner Plan Check services and Fire Inspection Services
  - a. Upon need, the City may require specialized plan review or inspection services.
- f) Permit issuance and counter services staffing. From time to time the City may require the service of a technician to issue permits or provide additional counter services. Qualified individuals shall be an ICC Certified Counter Technician/Plan Checker capable of but not limited to the following activities.
  - a. Receiving, processing and issuing building permits and coordinating plan check and inspection process, including tracking, routing, storing of building plans, and filing of building permits. Input information into the City's computer tracking system.
  - b. Cooperate with the Los Angeles County Assessor's office to provide statistical and related information required for the efficient assessment of new developments and/or building permits.
  - c. Monitor and track the status of building permit applications and plan check for expiration and notify applicants prior to the expiration of their building permits.
  - d. Provide public information regarding building permit applications and other Building Division services.
  - e. Identify and collect all required fees for building permit applications and other Building Division services. Facilitates the collection of fees from other departments and/or



agencies that are due and payable prior to or concurrent with the issuance of building permit.

- f. Establish, maintain, and update all forms in compliance with City requirements, regulations, adopted standards, State and other laws and ordinances necessary for the operation of the Building Division, including "hand-out" sheets, which explain building permit application processing procedures identified as being provided by the City.
- g. All approved stamps, applications, forms and other documents used in providing Building and Safety Services to the City shall be identified with the City seal and other identification indicating that the approved stamps, applications, forms and other documents or supplies shall be the property of the City (costs for the provisions of these processing tools and supplies shall be the responsibility of the City).

#### <u>Fees</u>

The City's fees for Building Services are based on the City's Master Fee Schedule (link provided below). The schedule was last amended in 2022 and remains in effect until new fees are adopted by the City Council. The City is in the process of initiating a user fee study with the goal of presenting to City Council as part of the budget process for FY 2024-2025.

- a) Building permit plan check services. The City will estimate permit and plan check fees at intake and collect preliminary payment from the applicant. Consultants fee structure for traditional building permit plan check services must be based on a percent of the amount paid to the Building and Safety Division for het plans submitted as regular plans. The Consultant may provide an optional add-on service for additional plan review cycles. It is anticipated that Consultant will invoice the city monthly pursuant to the agreed upon, percentage-based rate in this Agreement. Proposals must provide a percentage of the amount paid to the City for the plans submitted as regular plans no less than 25 percent.
- b) Building permit inspection services. The City's permit fee includes a basis for recovering the building permit inspection services. The Consultant fee structure for traditional building permit inspection services must be based on specified time and material basis. The Consultant may provide an optional add on services for specially inspections and Saturday or after-hour inspection services. It is anticipated that Consultant will invoice the City monthly on a time and material basis for on-call inspections.

City staff will also continue to facilitate the collection of fees from other departments and/or agencies that are due (as applicable) and payable prior to or concurrent with the issuance of a building permit.

#### https://ci.san-fernando.ca.us/wp-content/uploads/2023/06/2024-User-Fee-Schedule.pdf

Please note that the Consultant will not be allowed to perform work in excess of the described services in the Professional Services Agreement without the prior, written approval of the City. Before any Extra Work it is initiated, the Consultant must identify the kind and estimated quantities of the Extra Work to be done. Approval of additional funding may also be required. Any increase in



compensation or contract amendment must be authorized and funded in advance. No compensation for Extra Work or any other change in the contract will be allowed unless the Extra Work or change has been authorized in writing by the City, and the compensation or method of determining such compensation is stet in such written authority. All requests for Extra Work must be in a written Change Order submitted to the City prior to the commencement of such work. The foregoing terms should be included (i.e. abridged) in the Consultant's response to the RFP. Omission does not immediately result in disqualification, but will be contractually exercised one way or other, unless alternative compliance is prosed that is mutually agreed to by both parties prior to contract execution and notice to proceed.

# PROPOSED TERM OF CONTRACT

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

# SCHEDULE FOR SELECTION

RFP Available:	December 7, 2023
Deadline for submittal of Questions:	December 11, 2023
Response to Questions:	December 14, 2023
Deadline for submittal of Proposal:	January 11, 2024
Interviews (if necessary)	Late February 2024
Agreement Presented to Council for Review & Approval:	March 04, 2024*
*tentative	

# METHOD OF SELECTION AND NOTICES

The Director of Community Development will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

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



# **INFORMATION TO BE SUBMITTED**

1. Cover sheet

The proposal shall include a cover sheet that identifies who will be the contact with their contact information for this proposal.

2. Include a Proposal Summary Section

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections. Include detailed workflow, timelines and documentation if relevant. Since the staffing requirements may vary from task to task over the duration of the contract, describe the firm's approach, capability and flexibility to adjust to varying staff requirements as the City's needs and policies vary from one project to the next.

Consultant shall have the ability to electronically receive, review and transmit reports, forms, and plans. Explain capability to review plans and documents electronically.

Consultant shall have the ability to attend in person meetings and pick up/drop off documents, reports, plans from City Hall if necessary.

Consultant is expected at a minimum to be available during City Hall hours of Monday to Thursday from 7:30am to 5:30pm and Fridays 8:00am to 5:00pm for staff or applicants to communicate electronically, by phone and if necessary, in person. Consultant is also expected to attend evening or weekend meetings, or hearings as required by task. Verify ability to fulfill availability and identify any restrictions or considerations to having consulting staff available.

Provide a statement of the service(s) that differentiate your firm from other respondents.

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, organizational structure of the responsible division, etc.

Firm must demonstrate qualifications and provide previous experience providing the same services in similar size cities to San Fernando. Provide a description of said experience with other public municipalities (maximum of four) that includes a summary of the work performed, pricing structure, the period over which services were provided, and the name, title, and phone number of clients to be contacted for references. References should be located within California. Give a brief statement of the Firm's adherence to the scope and budget for services. 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 Work Plan Section

In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements 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. This should include quality assurance and schedule control measures to be utilized. The Consultant will have multiple plan checks at the same time. Describe how you will manage the efficient completion of concurrent tasks/projects. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, extent of services (number of people used, engagement duration, and contract value).

5. Include a Project Staffing Section

In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. Any certifications held and number of years certified should be included for staff proposed to perform tasks. In addition, any municipal agencies they have worked within the past three years and their level of involvement should be noted. An organizational chart for the project team and resumes for key Firm personnel shall be included with a description of how overall supervision and quality assurance will be provided. Key Firm personnel will be an important factor considered by the Finance Director. There can be no change of key personnel once the proposal is submitted, without prior approval of City.

6. 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.

*The City may elect to interview a short list of qualified firms or interview only the top 5 rated firms based upon this RFP.





ATTACHMENT A

2023

### PROFESSIONAL SERVICES AGREEMENT (Engagement: INSERT ENGAGEMENT) (Parties: INSERT CONSULTANT NAME and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this ______day of ______, 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT NAME, A Professional Corporation, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

# <u>RECITALS</u>

WHEREAS, CITY requires professional consulting services INSERT THE KIND OF SERVICES REQUIRED; 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 _____ 2023, under Agenda Item No. ____.

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 <u>TERM</u>:** This Agreement shall have a term commencing from the Effective Date through ______, 2023, (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

# 1.2 <u>SCOPE OF WORK</u>:

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 "INSERT TITLE OF REQUEST FOR PROPOSALS", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" (hereinafter, the "CONSULTANT Proposal") dated INSERT DATE OF PROPOSAL. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of

August 19, 2024 Regular CC Mtg

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.

B. IF NO RFP ISSUED: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" dated INSERT DATE OF PROPOSAL (hereinafter, the "Scope of Work") which is attached and incorporated hereto as Exhibit "A". CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

# 1.3 **PROSECUTION OF WORK:**

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. 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;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- **1.4** <u>COMPENSATION</u>: CONSULTANT shall perform the Work in accordance with <u>"INSERT</u> <u>TITLE OF COMPENSATION DOCUMENT</u> (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 annual budgeted sum of

**INSERT WRITTEN AMOUNT (\$ INSERT NUMBER)** (hereinafter, the "Annual Not-to-Exceed Sum") during the Term 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 Annual 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.

- 1.5 **PAYMENT OF COMPENSATION:** The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will 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 monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should 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 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.
- **1.6** <u>ACCOUNTING RECORDS</u>: 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.
- **1.7** <u>ABANDONMENT BY CONSULTANT</u>: 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.

- 2.1 <u>CITY'S REPRESENTATIVE</u>: The CITY hereby designates INSERT CITY REPRESENTATIVE (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 <u>CONSULTANT REPRESENTATIVE</u>: CONSULTANT hereby designates INSERT CONSULTANT REPRESENTATIVE, 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 <u>COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS</u>: 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** <u>ASSIGNMENT</u>: 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: [INSERT NAME AND TITLE].
- 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 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: 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 <u>COMPLIANCE WITH LAWS</u>: 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 <u>INDEPENDENT CONTRACTOR STATUS</u>: 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. <u>Commercial General Liability Insurance</u>: 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 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. <u>Automobile Liability Insurance</u>: 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 will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.

- C. <u>Workers' Compensation Insurance/ Employer's Liability Insurance</u>: 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. <u>Errors & Omissions Insurance</u>: 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** <u>ADDITIONAL INSURED REQUIREMENTS</u>: 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 <u>REQUIRED CARRIER RATING</u>:** 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.</u>
- **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** <u>WAIVER OF SUBROGATION</u>: 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** <u>SPECIAL RISKS OR CIRCUMSTANCES</u>: 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.

**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 [ONLY USE IF FOR DESIGN PROFESSIONALS] 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 indemnity, 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 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. <u>TERMINATION</u>

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 of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY 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 1.5, 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** <u>SCOPE OF WAIVER</u>: 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** <u>NOTICES</u>: 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:	CITY:
INSERT CONSULTANT NAME	City of San Fernando
INSERT ADDRESS	Attn: INSERT DEPARTMENT
Attn: INSERT CONTACT NAME	117 Macneil Street
Phone: INSERT PHONE NUMBER	San Fernando, CA 91340
	Phone: (818) 898-1212

Such notices will be deemed effective when personally delivered <u>or</u> successfully transmitted by facsimile as evidenced by a fax confirmation slip <u>or</u> 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** <u>COOPERATION; FURTHER ACTS</u>: 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** <u>CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS</u>: 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 <u>TIME IS OF THE ESSENCE</u>:** 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 <u>NO THIRD-PARTY BENEFIT</u>: 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 <u>CONSTRUCTION OF AGREEMENT</u>:** 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 <u>AMENDMENT; MODIFICATION</u>:** 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

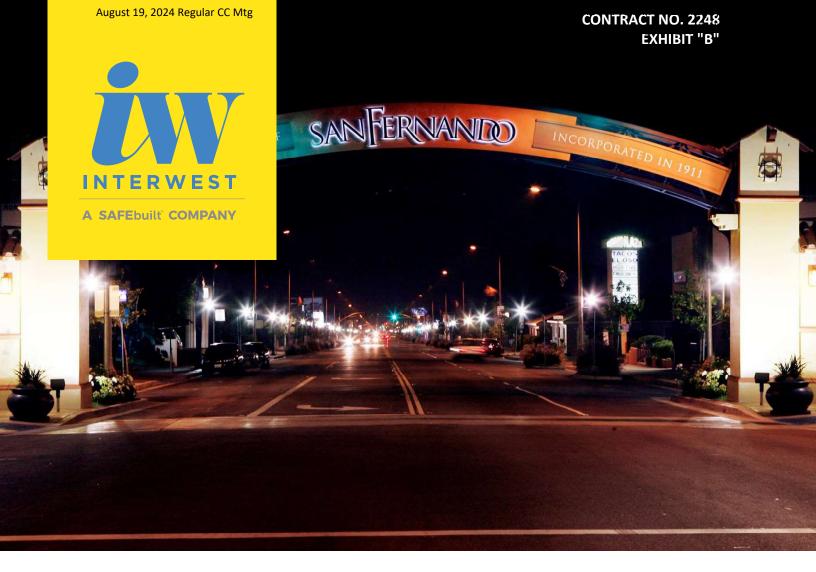
or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, 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 <u>COUNTERPARTS</u>:** 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

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 CONSULTANT NAME:** By: By: Nick Kimball, City Manager _____ Name: Date: _____ Title: **APPROVED AS TO FORM** Date: By: Richard Padilla, Assistant City Attorney Date:



## CITY OF SAN FERNANDO



Professional On-Call Building and Safety Services

January 11, 2024 | 5:30 P.M.

MAIN PROPOSAL CONTACT: Elizabeth Alsky Account Manager (949) 731-4000 ealsky@interwestgrp.com

www.interwestgrp.com



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CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "B"

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## Cover Sheet





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January 11, 2024

City of San Fernando Community Development Department 117 Macneil Street San Fernando, California, 91340



1500 S. Haven Ave, Suite 220 Ontario, CA 91761 P (909) 295-3142

#### RE: Request for Proposal for Professional On-Call Building and Safety Services

Dear Selection Committee,

Interwest Consulting Group Inc. (Interwest) is pleased to present our proposal in response to the Request for Proposal (RFP) for Professional On-Call Building and Safety Services to the City of San Fernando (City). We understand the RFP is requesting the selected firm to provide the following: 1) building adminstration; 2) building permit inspection services; 3) building permit plan check services; 4) specialized plan check and inspection services; 5) counter and permit issuance services; 6) landscape services or 7) any of the combined services. Interwest is proud to say that our team stands ready and is capable of providing the full scope of services being requested by the City.

Interwest has had the pleasure of working with the City of San Fernando for Building Services since 2018, which makes us very familiar with the City's policies and procedures. Accurate and timely Building Department Services are critical to helping support your City's development. As demonstrated in the sections that follow, Interwest has the experience and depth of staff resources to provide the full range of requested services. Our goal is to work seamlessly with the City's existing staff to handle the current and future workload related to building services.

In order to provide your community with quality services, it is essential to choose a company with demonstrated abilities capable of fully managing the Building Department Services you need, when you need them. With a deep bench of more than 400+ professionals dedicated to providing municipal services to our clients, our team of well-qualified staff brings the following advantages to the City:

- Team Capacity and Capabilities: Interwest has the largest building services team in California. Few, if any, of our competitors can match our depth of qualified, available staff. Our Ontario office will serve the City on this contract and provide a longstanding team of experts that have successfully delivered building plan review and inspection services.
- **Proven Experience:** The work we perform in communities similar to San Fernando provides Interwest with a thorough working knowledge of the requirements and expectations of the City. Our previous work highlights our technical expertise to perform these services quickly and resourcefully. Client satisfaction remains our underlying work performance theme and is the most important part of any statement on past performance. Within this proposal response, we have provided examples of our work, each similar to this contract's size, scope, and complexity.
- Your Local Partner: Interwest is your local partner with the capacity and availability to customize services to meet your needs. We are certain the City will benefit from this partnership through working alongside William "Bill" Hayes, CBO, ICC, who will serve as the Project Manager to the City, and Elizabeth Alsky, who will serve as the Account Manager/
  Primary Contact for the City. Elizabeth may be contacted at (949) 731-4000 or ealsky@interwestgrp.com. We are excited to for this opportunity to partner with the City of San Fernando once again, as we work together to create a better future for your community.

Authorization: As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. Should any questions arise, Elizabeth can be contacted at (949) 731-4000 or ealsky@interwestgrp.com.

Sincerely,

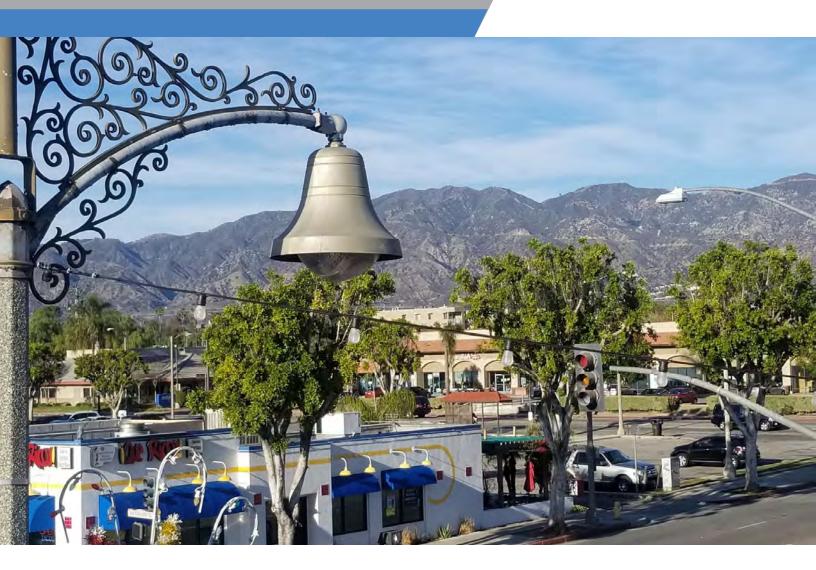
Faul Mechinos

Paul Meschino, President of Interwest Consulting Group, Inc.

CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "B"

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## Proposal Summary





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### 2 Proposal Summary

Interwest has been working with the City of San Fernando, delivering Building Department Services for 5 years, since 2018; we have delivered successful Building Services, including plan reviews and building inspections to the City. Our past and current performance with the City demonstrates our successful project delivery and exceptional customer service. We are very familiar with your local codes, City ordinances, and expectations for successful plan reviews and building inspections. We always strive to provide the most efficient, effective, and harmonious approach to all aspects of partnering with your City.

As the nation's leading provider, 60% of our services are commercial with 40% as residential. Interwest has extensive experience and a proven track record of successfully providing on-call consultant services to public agencies. Our services are specifically tailored to fit the needs of our clients. We furnish both technical excellence and a thorough understanding of the regulatory process to assist our clients through the sometimes-daunting complexities associated with the delivery of projects, implementation of important public programs, and adoption of significant public policy.

Interwest staff has held senior and executive management positions within numerous California cities and public agencies, including the titles of City Engineer, Public Works Director, Construction Manager, Building Official, City Planner, and other management personnel. This depth of experience brings a high level of knowledge and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

### **General Approach**

Interwest has identified seven key areas to focus our approach to providing high-quality, results driven services to our clients.

- Project Management Approach.
- Service Delivery.
- Communications.
- Scheduling and Budgets.
- Risk Mitigation.
- Dispute Resolution.
- Right Size Staffing.

By focusing on these areas, we are able to confidently provide the services needed by the City.

We have operationalized our community development experience gained from nearly three decades in the industry and have developed an operations playbook with best practices, tools, and techniques for delivering building department services.

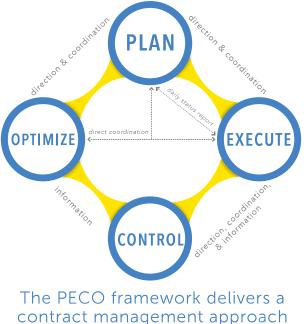
The following pages outline each of our guiding principals toward providing complete Building and Safety Services and will lead you to discover why Interwest is the most logical selection for the City's needs.

#### **Project Management Approach**

Close coordination and frequent communication are critical to successfully managing fluctuating workloads. Interwest's longstanding practice of partnering with City staff to handle day-to-day issues is a priority for our team. Through consistent efforts, we can safeguard against miscommunications and minor mishaps.

Our management approach begins with the application the philosophy of Plan, Execute, Control, Optimize (PECO). The PECO framework is based on our team's experience, as well as industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control work requirements through this singular, integrated method.

Using the PECO framework, the Interwest team combines the right people, processes, and tools to provide services needed. The Interwest team's methodology is structured to streamline resources used and provide responsive services. Successful provision of service starts with a responsive team structure that can anticipate and address resource needs. Our team works on multiple tasks at the same time, and our organizational structure supports the staff to effectively oversee this process.



that combines the right people, processes, and tools to perform contract work.

#### **Service Delivery**

We understand that building department processes and procedures can be confusing and frustrating to property owners, developers, contractors, and others, no matter if it is their first or 100th time building in your community. For this reason, our staff takes a proactive and personalized approach in our service delivery, whereby we educate each client that engages with your building department.

This means each client receives:

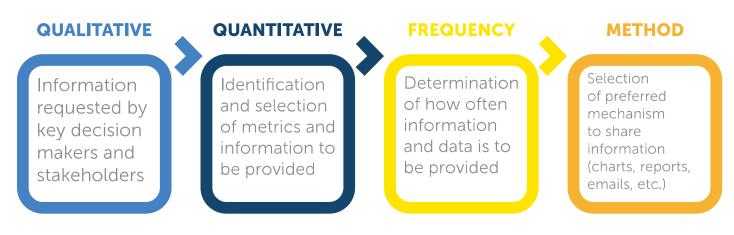
- A step-by-step explanation of the process.
- Transparent communication.
- Identification of timelines and costs.
- Checklists of requirements needed for approvals.
- Advice and consultation to streamline approvals.

Our staff's experience and training, combined with our proven business practices and a core commitment to customer satisfaction, ensure each client receives the highest levels of contract performance, professionalism, and responsiveness in the industry.



#### **COMMUNICATIONS**

One of the keys to the efficient and successful flow of information is clear, effective communication. Everyone involved with a contract of this size and scope must be aware of changes, progress, and challenges. We commit to working with you to determine the best ways to communicate the right information to the right people at the right time. Our priority is to ensure the best possible experience working with our team—with minimum impact on the City and its citizens. Meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from the City and Interwest. Everyone involved must be aware of progress and changes they can expect going forward. We will prepare communications that can be shared with all City staff, detailing what to expect during contract transition and moving forward. We work with you to develop a schedule and format to meet your needs for aggregate reporting. Report formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest to the City. We ensure our work effort is clearly communicated to the City throughout the contract's life, adjusting as necessary. The following is a summary of our communication plan:



#### **SCHEDULING AND BUDGETS**

We recognize the importance of staying on schedule and on budget. Interwest limits the number of new clients taken on in order to ensure we have the resources and human capital to satisfy current contractual agreements during times of economic growth for our current clients. Our established approach and quality control measures provide communities with confidence in our ability to complete work on-time and within budget. We have a tremendous track record of success serving many clients throughout California.

During our time in business, we have built and maintained a trustworthy and reliable reputation throughout the building and safety industry, giving our partners confidence in our ability to successfully deliver services on time and on budget day in and day out. We recognize the importance of staying on schedule and keeping up with the volume of work within a client's community. Our team uses best practices to meet each municipality's service requirements, managing projects effectively and efficiently. Interwest prides itself on quality, timeliness, and teamwork in our partnerships with clients to keep communities delivering the very best services to their constituents.

#### **Risk Mitigation**

Given Interwest's comprehensive approach to program transition, management, plan review and inspection services, the probability of risk is low. To maintain that low-risk environment we implement a phase-in process upon contract execution, even for as-needed services. Our management team is on-site on the first day of operations, to ensure continuity as well as retention of key skills and experience. As part of the transition, we implement the Interwest operations playbook and communication plan focused on optimizing cost efficiencies and reducing risk. We also deploy consistent plan review and inspection standards, to further minimize risk.



In addition to the routing and tracking systems used for both plan review and inspections, staff receive training on a regular basis to stay up-to-date on current codes, ordinances, amendments, and regulations. We also mitigate risks through our ability to direct additional resources from our corporate or regional offices for immediate staffing needs. We also use Key Performance Indicators (KPIs) tailored to each service we provide to leverage service delivery, improve quality and lower costs.

We follow an iterative process comprised of proactive monitoring, continuing education, collaboration with peers, customizing solutions, and being consistent with application of Interwest's standards to ensure risks are not elevated. We are prepared to implement additional mitigation strategies, such as switching out staff and reviewing best practices should it be needed.

#### **Dispute Resolution**

Each Interwest office handles dispute resolution with a customer service approach. While the issues of the dispute may be technical, we recognize that the impact of any problems in the construction process is personal to the project developer, property owner, tenant and community.

With that in mind, we take the approach that every dispute or difference of opinion is respected. The first step in our dispute resolution approach is allowing the person to be heard. The person who disagrees with the department's decision or wants to propose an alternative solution can provide their opinion of the situation and view of the facts. Once the facts and opinions are presented, Interwest's building official reviews this information based on the state and locally adopted codes and ordinances.

We actively support the project by clearly understanding what is needed to move forward in the process – not to delay or stall the situation until the owner or contractor finds a solution or "gives in."

Our building officials involve at least two other Interwest building officials from nearby offices and the state operations manager providing the local building official with more resources to make a decision and providing other building officials impacted by the decision an opportunity to provide input.

Once the building official has written his final opinion, he reviews this information with the City's staff before releasing it to the person who brought forth the dispute. Should the individual disagree with the building official and wish to pursue the dispute further, Interwest works with the person to help them work through the appropriate local channels such as planning board, city/county manager, or city/county commission.



#### **Right Size Staffing**

Development cycles ebb and flow, resulting in variable workloads that communities must prepare for. Outsourcing planning and landscape architecture services allows the city to maintain a "right-sized" workforce in-house, while ensuring on-call services are available for peak periods of development activity. This arrangement lets the City maintain its high standards of customer service and efficiency. We understand the rigors of day-to-day operations of planning departments and aim to "clear a path" so your staff can focus on critical projects that require enhanced local knowledge.

Interwest's success is due primarily to our ability to adapt. Our services are not based on a one-size-fits-all approach. We recognize that the development activity of the city may fluctuate from time to time; therefore, we will adjust our staffing according to the city's needs. Interwest will develop a customized approach to meet or exceed all requirements identified in the Scope of Work, including the placement of licensed and certified professional staff. By applying best practices to each functional area of a traditional building services department, we are able to create operational efficiencies, decrease costs, reduce turnaround and response times, and increase customer satisfaction.

Due to our far reach, we can use staff when and where needed, adjusting our service levels based on need. Our team will provide the necessary resources, expertise, and customer-focused attitude throughout the contract through our work with similar communities and longevity of our valued staff. With our remote technology we are also able to tap into resources of our parent company, SAFEbuilt, for assistance on large projects. Our team will be available by phone and email, and we commit to being available for required virtual and in-person meetings the city deems necessary.

Our team is skilled at assessing time commitments, developing an accurate work plan, and applying dedicated, professional personnel. We can quickly fine-tune staffing levels to match changes in activity – always maintaining the highest level of customer service, responsiveness and consistency. Interwest formulates staffing estimates using the historical volume of workload provided by the client and we ensure that the availability of our staff never drops below 40 percent for our senior staff and 30 percent for our technical support staff.

#### **Electronic Plan Check Services**

While we are experienced and able to work with many different platforms for electronic plan review, our preferred system is Bluebeam, an industry-leading software used by many jurisdictions, design teams and contractors to review and annotate construction documents. We have worked with multiple clients to purchase and deploy Bluebeam software to each user, preparing jurisdiction-specific stamps and tools used in the plan review process, and ongoing training on the use of the software.

We use Bluebeam Revu® to review plans electronically and hard copy when customers cannot use electronic platforms. This system gives all stakeholders the ability to access and manage a master set of digital documents, perform concurrent reviews, and collaborate on the same PDF together in real-time, and includes the following features:

- Industry-standard markups, including text, pen marks, highlights, clouds, CAD symbols, measurements, and text stamps. These tools replicate pen and paper, allowing reviewers to efficiently add comments to electronic plans and request revisions.
- The Tool Chest, where each reviewer can create and save custom tool sets for specific needs.
- A "Compare Documents" feature instantly clouds the differences between drawing revisions.
- An integrated "Markups" list allows technicians to view and track comments during the permitting process and summarize them into a PDF report.

#### Plan Review Tracking Method, Transport, and Billing Process

Our staff has experience working with most project-tracking databases utilized by building departments. Our staff will update electronic records and make project-related database entries as directed by the City. We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information, and any special requests you would like us to keep in mind.



Interwest uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to the delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle, and completion date for the current review can be provided. In addition to standard phone communication, custom reports can be emailed. We will transport plans in the method that the City prefers at no cost to the City.

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required. Our staff is available during standard business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant's needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

#### **Availability to Attend Meetings**

Our staff will be available to attend council, commission, and committee meetings to answer project, and code related questions or make presentations as requested by the City. Interwest's engineers and plans examiners will be available to meet with City staff, the design team, applicants, and/or contractors, at the City's request, to discuss and resolve plan review and code-related issues. Voicemails, e-mails, and faxes will be responded to as quickly as possible, always within 24 hours.

#### **Transporting Plans**

Interwest has the ability to receive plans from the jurisdiction or directly from the applicant by mail, courier, via electronic transmission, or on physical media such as a compact disc or thumb drive, which decreases the time delays and costs associated with shipping plans. Interwest will arrange for all pick-up and delivery of hard copy plan review documents from the City at no additional cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

#### **Availability**

Interwest staff will be available during regular business hours while working on an assigned project, this includes nights and weekends in special circumstance situations. Interwest does not recognize all federal holidays and can be available on those dates for inspections, if necessary.

**Oscar Barraza, ICC,** will be available during City Hall hours of Monday to Thursday from 7:30am to 5:30pm and Fridays 8:00am to 5:00pm for staff or applicants to communicate electronically, by phone and if necessary, in person. Additionally, please allow a 24-hour turnaround time for communication and responses.

#### **The Interwest Advantage**

As proven throughout our partnership with the City of San Fernando, we have remained dedicated to open communication, proactive problem-solving, and prioritizing the City's satisfaction. We are committed to a "no surprises" approach built upon presenting ideas, asking questions, and identifying and addressing issues early in the process. Our team will provide the following fundamental elements and advantages to the City:

- No "getting to know you" phase. Interwest has practical knowledge and understanding of established business practices which will ensure a streamlined and positive experience for internal and external customers without service disruptions.
- Local Understanding. Having provided plan review services to the City since 2018 and many other jurisdictions surrounding San Fernando, our team is very familiar with your local codes and ordinances.
- Industry Expertise. We are skilled in assisting municipalities in Building Safety Departments. Our body of experience encompasses successful solutions for transitioning, personnel augmentation at all levels, and development of services, policies and procedures throughout all aspects of municipal government.
- Staff Experience. Our staff holds a wealth of code knowledge and building industry experience with some involved in the development of the California codes. We share this unique knowledge by providing code-related training and instruction at California Building Officials conferences and training seminars, at various ICC Chapters.

CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "8"

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## Profile of the Proposing Firm





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### **3** Profile of the Proposing Firm

Interwest has extensive experience and a proven track record of successfully providing complete building department services to public agencies for 22 years. We currently serve more than 330 public agencies, providing plan review, inspection services, and community development technician services.

In 2002, Interwest was founded by individuals with a passion for serving municipalities. On May 17, 2021, Interwest became a wholly-owned subsidiary of SAFEbuilt, LLC. Interwest, combined with our subsidiaries, employs more than 500+ professional staff in California, supported by SAFEbuilt's larger resources of about 1,700+ national employees. Our staff spans a multitude of disciplines, roles, and job placements to municipalities within building departments throughout California.

Providing building department services is at the core of our business. We have highly qualified staff and extensive resources throughout the state. Interwest is comprised of licensed Civil and Structural Engineers, Electrical Engineers, Fire Protection Engineers, and Mechanical Engineers registered in the State of California, ICC Certified and highly qualified Plans Examiners and Inspectors, Certified Access Specialists (CASp), licensed Architects, and other professionals specializing in providing complete building safety services to local government agencies.

Our staff has held senior and executive management positions within numerous California cities and public agencies, including the titles of Building Official, City Engineer, Public Works Director, Construction Manager, City Planner, and other management personnel. This depth of experience brings a high level of knowledge and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

#### **INTERWEST PROFILE**

YEAR FOUNDED & BUSINESS STRUCTURE: 2002, Corporation

> FIRM CAPACITY: More than 500 Employees (and 700+ Plan Reviews completed weekly)

#### **PROJECT OFFICE:**

1500 S. Haven Ave., Suite 220 Ontario, CA 91761 909.295.3142 Fax: N/A whayes@interwestgrp.com

#### SERVICES INTERWEST PROVIDES:

Building Department Services Municipal Engineering City Planning Grant Writing & Administration Construction Management Traffic Engineering Real Property Services

With a staff of more than 200 professionals in our Building and Safety Division, Interwest maintains the largest building and safety services staff in California.

We furnish both technical excellence and a thorough understanding of the regulatory process to assist our clients through the sometimes-daunting complexities associated with the delivery of projects, implementation of important public programs, and adoption of significant public policy.

CONTRACT NO. 2248 CONTRACT NO. 224 EXHIBIT "A

City of San Fernando, CA | Proposal for Professional On-Call Building and Safety Services

#### **Office Locations**

#### **CENTRAL CALIFORNIA**

1171 West Shaw Ave., Suite 102 Fresno, CA 93711 559.448.9839 Phone

#### **SOUTHERN CALIFORNIA**

1 Jenner, Suite 160 Irvine, CA 92618 949.299.5300 Phone

1500 S. Haven Ave., Suite 220 Ontario, CA 91761 909.295.3142 Phone

24 South D Street, Suite 100 Perris, CA 92570 951.943.6504 Phone

9320 Chesapeake Drive, Suite 208 San Diego, CA 92123 858.560.1468 Phone

#### **Organizational Structure**

#### **NORTHERN CALIFORNIA**

9300 W. Stockton Blvd., Suite 105 Elk Grove, CA 95758 916.683.3340 Phone

39355 California Street, Suite 200 Fresno, CA 94538 510.796.3003 Phone

1613 Santa Clara Drive, Suite 100 Roseville, CA 95661 916.781.6600 Phone

#### NEVADA

4815 W. Russell Road, Suite 11K Las Vegas, NV 89118 702.476.2200 Phone

#### COLORADO

444 N. Cleveland Avenue Loveland, CO 80537 866.977.4111 Phone



#### **Current/Prior Experience with Municipal Projects**

#### Full Building Department Services // City of Bellflower, CA



Interwest has provided full building department services since 2019.

#### **Services Provided**

We currently provide the following services:

- Building Official
- Building Plan Check
- Building and Safety Inspections
- Permit Technician
- Housing Abatement Enforcement
- Front Counter Support
- Landscape Services
- **Projects Included:**

#### New 91-unit Apartment Complex

Interwest performed plan review & inspections for the 91-unit apartment complex and the 14,000 sq. ft. commercial space with expected completion by the end of 2023. The apartment complex will include one- and two-bedroom units, and will boast work areas, a fitness center and a clubroom, among other amenities.

#### **New Parking Structure**

Interwest performed plan review & inspections for the new parking structure that is 4 levels wth 278 parking spaces.

#### New 2-Story Downtown Building

Interwest performed plan review & inspections for the new two-story, 24,000 sq. ft. building that will put Downtown Bellflower on the map as a destination for families. Visitors will learn about fire department history and get an up close look at equipment used to save lives and make rescues. The first floor will serve as the Los Angeles County's only fire museum dedicated to housing a wide variety of firefighting apparatuses dating back to the 1800's, including one of the museum's most popular pieces - the famous Squad 51 fire engine from the hit television series "Emergency." A 300-person capacity banquet center will occupy the second floor and offer full catering services for private parties and special events.

CLIENT REFERENCE CONTACT ELIZABETH OBA DIRECTOR OF PLANNING & BUILDING SERVICES 562.804.1424 EXT 2276 EOBA@BELLFLOWER.ORG SERVICE DATES: 2019 - ONGOING CONTRACT VALUE: \$750K

Team Lead: Bill Hayes, CBO, State Operations Manager

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Full Building and Safety Services // City of Lake Forest, CA



In April 2009, Interwest began providing turn-key building safety services to the City of Lake Forest [population 83,000]. Recognizing the value and cost benefits attributable to employing a contract services model, the City has contracted for building safety services since its incorporation in 1991. Interwest provides a team of onsite professionals that provide all building safety services—blending seamlessly with existing city staff. We provide a full-time building official, building plan reviewers, building inspectors, and a building permit counter technician. CLIENT REFERENCE CONTACT GAYLE ACKERMAN DIRECTOR, DEVELOPMENT SERVICES 949.461.3460 ACKERMAN@LAKEFOREST.GOV SERVICE DATES: 2009 - ONGOING CONTRACT VALUE: \$1.8M

Team Lead: Bill Hayes, CBO, State Operations Manager

During our tenure, Interwest staff has developed the City's first single, combination building permit, which allowed for the same permit number to address all of a structure's elements (electrical, mechanical, plumbing, and structural) requiring approval, greatly reducing hours and paperwork. We also introduced several key documents that have allowed staff to efficiently communicate, including a workflow tracking sheet to document approvals, a standardized monthly report using the City's EnerGov software, and several of the City's Building Safety handouts, reflecting current codes and standards.

**Civic Center Campus:** In April 2018, Interwest began providing complete turnkey Building and Safety services to the City of Lake Forest, particularly the Civic Center Campus. This 12.5-acre facility is the heart and social center of the Lake Forest community. The Civic Center Campus is comprised of the City Hall Building, Community Center, Council Chambers, Senior Center, and Parking Structure. The estimated cost of construction was approximately \$60 million.

Although there was no formal RFP process, Interwest was selected to provide all plan check and inspection services. Our team at Interwest consisted of on-site professionals who delivered complete plan checks, engineering services, inspections, and electrical services. Fred Marzara, who serves as CBO for Lake Forest, was directly involved in the plan review of the parking structure and four other buildings.

One challenge our team faced during implementation was ensuring the secure placement of the building's solar panels. Upon inspection, it was discovered that high winds caused the solar panels to continuously be pulled upward and out of place. Our Interwest team quickly reviewed the issue with the building's architectural designers and after collaborating, found a solution of adding extra pinpoint connectors in addition to the four pinpoints the solar panels already had, securing them in place on all sides. The City of Lake Forest was awarded CALBO's 2018-2019 Building Department of the Year Award, setting itself apart with excellent and responsive customer service. The City of Lake Forest Building Department has serviced over 9,000 walk-in customers, has performed over 24,000 inspections, and has issued almost 3,000 permits.

Building Official, Inspector, Permit Technician Services // Laguna Woods, CA



Interwest began serving the City of Laguna Woods in 2022 providing all labor, tools, equipment, materials, and supplies necessary to complete work in a professional, through, and timely manner in accordance with the City's standards and specifications.

#### **Services Provided:**

We currently provide the following services:

- Building and Safety Inspections
- Building Official
- Permit Technician

CLIENT REFERENCE CONTACT REBECCA M. PENNINGTON DEVELOPMENT ADMINISTRATOR 949.639.0591 RPENNINGTON@CITYOFLAGUNAWOODS.ORG SERVICE DATES: 2022 - ONGOING CONTRACT VALUE: \$750K

Team Members Involved: Bill Hayes, CBO, State Operations Manager

CLIENT REFERENCE CONTACT JESS MCCLOSKEY, CBO CHIEF BUILDING OFFICIAL 626.580.2013 JMCCLOSKEY@ELMONTECA.GOV SERVICE DATES: 2018 - ONGOING CONTRACT VALUE: \$1.6M

Interwest provides various as needed building & safety services.

#### Services Provided:

We currently provide the following services (6.5 FTE's):

- Building Plan Reviews
- Inspections
- Permit Technician



#### **Projects Included:**

**Homekey Project** renovation of 2 motels, providing temporary housing for homeless.

**New Target** 127k sq. ft. T.I. Plan review and inspection servicesm at 3610 Peck Rd.

New Chik-fil-A plan review and inspections.

Team Members Involved: Bill Hayes, CBO, State Operations Manager, Sal Kaddorah, SE, ICC, Mark Hankinson, CBO, CPE, ICC, Michael L. Petarra, ICC

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### References

At Interwest, we believe that client satisfaction and repeat business with these clients is the ultimate indicator of our success as a firm. We encourage you to contact the references below to provide testimony of our capability to perform your requested services, adhere to schedules and budgets, and exceed expectations. Additionally, in Appendix B, we have provided reference letters for the City to review.

#### **City of San Fernando**

Erika Ramirez, Director of Community Development eramirez@sfcity.org | 818.898.1227

#### **City of El Monte**

Jess McCloskey, Chief Building Official Jmccloskey@elmonteca.gov | 626.580.2013

#### **City of Laguna Woods**

Rebecca M. Pennington, *Development Programs Analyst* Rpennington@cityoflagunawoods.org | 949.639.0561

#### **City of Lake Forest**

Gayle Ackerman, Director of Development Services Gacerman@Lakeforest.gov | 949.461.3460



CONTRACT NO. 2248(a) CONTRACT NO. 2248(a)

City of San Fernando, CA | Proposal for Professional On-Call Building and Safety Services

#### **Meeting Time and Budget Requirements for Projects**

Interwest recognizes the importance of providing clients with quality jobs that meet the agreed schedules and project budgets. The Interwest team has a proven record of completing projects on or ahead of schedule and within budget. Our understanding of scheduling and budget requirements as well as overall procedures, preferences, and standards has been acquired and perfected over our long history working with municipal clients on critical projects. The following are key components that ensure success for every Interwest project:

- Clear expectations for scope, schedule, and budget.
- Project controls to maintain project schedule and budget.
- Assignment of personnel to effectively handle all tasks and maximize efficiency.

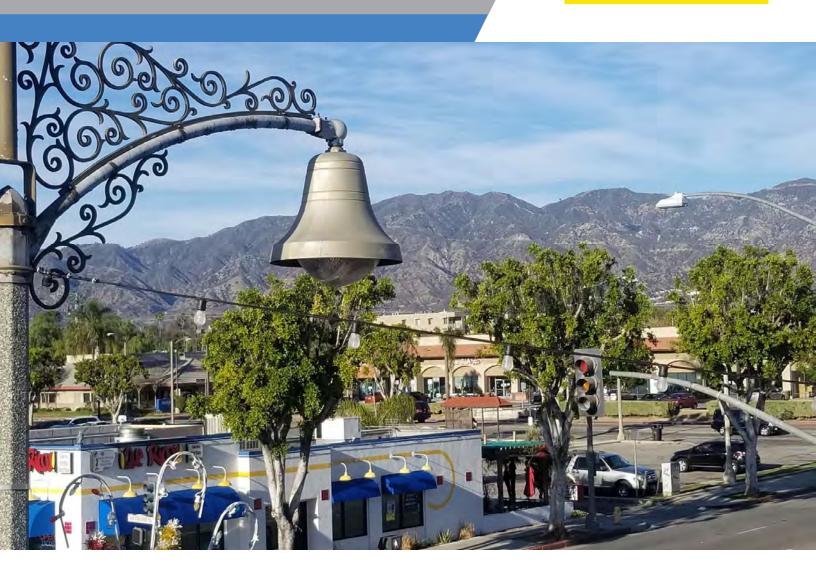
#### **Ongoing Litigation**

Date Filed	Case Name	Status	Comments	
12/20/19, 3rd Amended 5/20/22	Chan v. City of Atherton	Open	IW is not in the case and Mike Kashiwagi & Mary Grace Houhlihan have been served. Third amended complaint has been filed. The judge seemed skeptical of much of the complaint. We have spoken with plaintiff's counsel and, given the situation, he has agreed to let us put off filing an answer. Most recently, plaintiff's current counsel has filed to withdraw from the action. Chan depo demonstrated that the business was failing prior to the road closure.	
8/5/2021	Evans v. San Jacinto (Tri-Lake)	Open	Answer filed. It appears we did some traffic work on this roadway. Our expert believes that the roadway was safe and records indicate only one head-on collision in 10 years. The City has tendered its defense to us and we are waiting for the carrier to respond. Plaintiff has added the decedant's children. We have retained an accident recreation exert. We are attempting to schedule mediation for 11/8/23. Trial has been continued to 8/5/24.	
Amended complain to be filed 6/22	SAFEbuilt v. BPR	Open	Discovery is ongoing.	
Notice of Claim 5-9-23	Frontier v. Elk Grove	Open	City has tendered the claim to IW.	
CLOSED				
1/31/21	De La Paz (NC&KD (minors)) v. TriLake, et.al.	Closed	Plaintiff was killed in an auto accident while turning into a commercial development. The suit is on behalf of his children. We are not yet in this action.	

CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "B"

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## Work Plan





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City of San Fernando, CA | Proposal for Professional On-Call Building and Safety Services



# 4 Work Plan

### **Ability to Perform Scope of Services**

Interwest has extensive experience and a proven track record of seamlessly integrating building plan review services, and as-needed, in a cost-effective manner. Our services consist of providing a single staff member or a complete team. We tailor our staff to fit your specific needs. We have previously provided building plan checkers, building inspectors, building official, and community development technician services to the City and have performed numerous plan reviews for a variety of project types.

#### WHAT THE CITY CAN EXPECT FROM THEIR INTERWEST TEAM

We are very familiar with the City's processes, local concerns, expected turnaround times, and the level of service required to continue providing outstanding support to the Building Safety Department. This in-depth understanding and insight into the City's preferences makes us uniquely qualified to continue providing these services without a "getting to know you" phase that can sometimes lead to service interruptions. Our staff's quality and training, combined with our proven business practices and a core commitment to customer satisfaction, ensure each client receives the highest levels of contract performance, professionalism, and responsiveness in the industry.

#### All Interwest Team Members will:

- Wear/display proper identification.
- Possess/maintain the licenses/certifications required to perform compliant plan reviews, building
  inspection and permitting services.
- Be knowledgeable of design principles, local zoning, and topographical site plans.
- Remain proficient and knowledgeable of federal, state, and local laws, rules, regulations, directives, codes, and ordinances applicable to their work.
- Offer exemplary customer service while performing their duties and interacting with City staff, elected and appointed officials, construction firms, and the public.
- Attend meetings as required by the City.
- Always exhibit professional and courteous conduct and an appropriate appearance during interactions.
- Meet all job safety requirements and OSHA safety standards.

#### CONTRACT NO. 2248(a) CONTRACT NO. 2248 EX HBLT City of San Fernando, CA | Proposal for Professional On-Call Building THB Ball By Services



#### a) Building Administration Services

Interwest is proposing an International Code Council (ICC) Certified Building Official. The Building Official shall perform the following services, including but not limited to:

- Manage, coordinate and oversee building permit, plan check and building inspections.
- Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the City of Los Angeles Building Code, California Building Codes, including any and all related Codes, or other uniform safety code, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health, safety and welfare of its constituents.
- Make determinations on the approval and use of alternative materials and methods of construction.
- Process and prepare Planning and Preservation Commission and City Council reports and recommendations, and assist in the presentations of appeals regarding building and safety matters. Attend City Council, Planning and Preservation Commission meetings and other meetings as directed.
- Assist other Divisions such as Code Enforcement and Planning, with the preparation of necessary documents when prosecution action is necessary to obtain compliance with the above codes and regulations.
- Make final interpretations concerning the application of building and safety codes.
- Monitor the collection of building plan checks, inspections, permits fees, and other building activity level indicators, and submit monthly activity reports to the City.
- At the direction of the Director, assist with other administrative building and safety related duties, including developing and implementing policies and procedures, creating handouts and forms, drafting content for the website, etc.
- Meeting with developers, homeowners, business owners, architects, engineers, and the general public at the City or in the field, as the need dictates to resolve grievances, and/or respond to questions to ensure timely project processing in compliance with State, Federal, City laws and ordinances.
- Ensure all building related activities are entered into the City's tracking system in an accurate, complete, timely manner.

Interwest is also prepared to provide the City the technical assistance necessary to prepare the periodic updates to the uniform building and safety and fire codes, including any local amendments, in accordance with the schedules established by the State of California.



City of San Fernando, CA | Proposal for Professional On-Call Building and Safety Services

#### **b) Building Inspection Services**

Oscar Barraza, ICC, will be available as-needed during normal business hours (40 hours/week). Inspectors can also be flexible to assist during special off-hours by request with advance notice.

Assigned staff will perform inspection services, as needed, to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building and fire codes. Our field inspection services will include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, we will be available to answer in-person or telephone inquiries.



We understand that municipal codes are frequently updated, so we

will ensure that the projects we are inspecting are compliant with current code requirements. More specifically, we will ensure compliance with Title 24 California Building Codes, parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, and 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historic buildings.

Interwest's ICC / CASp certified inspectors have performed both building and fire inspection services on a wide variety of construction projects including new residential developments, large custom homes, and commercial, institutional, assembly, essential service buildings, and industrial projects. When necessary for large or fast-track projects, multiple inspectors are available.

Interwest's inspectors will provide field inspections including site inspections of projects to verify conformance with approved drawings and specifications, which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights, and any other applicable conditions. At the completion of inspections, Interwest's inspectors will complete all necessary City forms and documents as required to provide seamless service. We understand that personality and customer service are crucial to on-the-job success; therefore, we have selected inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in the field. All inspection personnel assigned will be ICC and / or CASp certified as required.

#### **INSPECTOR QUALIFICATIONS & CERTIFICATIONS**

Interwest retains inspectors who are motivated to achieve the highest level of experience and certification. We work hard to match your jurisdiction's level of safety and code compliance. All Interwest Inspectors are ICC-Certified. Inspection personnel assigned will be able to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, the public and general staff. Inspectors will possess knowledge of approved and modern methods, materials, tools, and safety used in building inspection and the most current building standards.

#### **INSPECTION SCHEDULE**

Interwest will work with your organization to provide inspection staff in a timely manner. Our inspectors are familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to jurisdiction requirements. Emergency inspections (usually requests that pertain to a serious or urgent life/safety issue) can be provided as they are needed; nights, holidays, or weekends.

#### **VIRTUAL INSPECTIONS**

Our staff has begun providing Remote Video Inspections (RVI), which allows for the inspection of a building or building systems using already available video technology. RVI is intended to be a complete and thorough inspection that meets the minimum requirements of the California Codes and local ordinances.

#### CONTRACT NO. 2248(a) CONTRACT NO. 2248 City of San Fernando, CA | Proposal for Professional On-Call Building and Battay Services



#### c) Plan Check Services

As the City may know, our Plan Review Services program is the largest in California, with hundreds of civil, traffic, structural, electrical, fire protection, and mechanical engineers licensed in their respective state of practice, ICCertified Plans Examiners, CASp, licensed architects, professional land surveyors, and other professionals specializing in multidisciplinary plan review to local government agencies.

Our depth of experience brings a high level of knowledge and sensitivity towards community development issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

Interwest has the collective, diverse team and experience to perform a full range of plan review services, and all staff assigned are well-qualified, knowledgeable, and will be available to perform the necessary work. We view our role as facilitating the efficient delivery of high-quality plan reviews by:

- Taking a partnering versus regulatory approach.
- Balancing the need to ensure conformance to standards and regulations with the need for predictability, uniformity, and efficiency.
- Provide a seamless plan review process to prevent unintentional "games of gotcha" for project applicants.
- Evaluation of all plan reviews for quality control, the level and quality of comments from the review, consistency with similar reviews, and the avoidance of late hits or "gotcha" comments.
- Multi-disciplinary reviews are typically performed electronically, remotely or in our offices, but we are available for onsite work when required. We understand both the City and the project applicant are looking for quality reviews within a defined time frame. Our staff will meet or exceed the city's turnaround time outlined in the RFP. Our staff is experienced with providing electronic plan review and will continue to provide this service.

#### **Technical Capabilities In Plan Check Areas**

Interwest staff possesses significant technical capabilities in all areas of plans examination competence. Plans examiners are licensed engineers and/or ICC-Certified or otherwise qualified Plans Examiners with extensive experience providing plan review services. Plans examination activities will be performed under the direction of a California-licensed professional engineer and/or licensed architect. Our staff will conduct an accelerated plan review on an as-needed basis as requested by the Building Official.

City of San Fernando, CA | Proposal for Professional On-Call Buildin Buildin Braid Services

NFPA Codes & Standards

#### **NON-STRUCTURAL LIFE SAFETY**

Interwest's non-structural plans examiners furnish plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 3 medical office buildings. Many of our plans examiners are CASp-certified. Completed plan review projects range from single-story residential projects to complex high-rise buildings and numerous building additions and remodels.

We are experienced and familiar with the use and application of the most current editions of the following codes:

- California Building Standards Code
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards

#### STRUCTURAL

Our California-licensed Structural Engineers have experience designing and reviewing projects utilizing virtually all building materials:

- Steel Moment Frames
- Buckling Restrained Braced Frames
- Eccentric Braced Frames
- Concentric Braced Frames
- Concrete Moment Frames
- Our engineers have designed or reviewed a wide array of lateral force-resisting systems, including:
- Wood
- Masonry
- Heavy Timber / Timber Frame
- Concrete

- Wood Shearwall Systems
- Masonry Shearwall Systems
- Concrete Shearwall Systems
- Cantilevered Column Systems
- Various Proprietary Lateral Force Resisting Systems

CA Code of Regulations (CCR) Titles 19 and 25

Jurisdiction-adopted amendments or ordinances

- Structural Steel
- Cold-Formed Steel Framing
- Straw Bale
- Rammed Earth

Our structural engineers are experienced with the provisions of most model codes including, but not limited to, current versions of:

- CCR Title 24, Part 2, Volume 2
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel

- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes

#### **MECHANICAL, PLUMBING & ELECTRICAL**

Interwest's California-licensed Mechanical and Electrical Engineers are well-versed in the application of California Mechanical, Plumbing, Electrical, Energy, and Green Building Standards Codes:

- California Building Code
- California Residential Code
- California Plumbing Code

- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted ordinance

#### ENERGY COMPLIANCE

Our engineers and plan reviewers are up-to-date on all California Energy requirements as they relate to both new and remodel construction on large residential and commercial projects. The Energy Efficiency Standards for Residential and Nonresidential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

#### **GREEN BUILDING STANDARDS**

Our staff is familiar with the incorporation of CALGreen building criteria into project designs and the resulting potential impact as related to the building codes. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few.

#### LEED

Developed by the U.S. Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations, and solutions. LEED certification consists of a number of different rating systems that apply to many building types commercial as well as residential and measures how well a building performs across many sustainability metrics including energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts.

#### **ACCESS COMPLIANCE – CASP REVIEW**

All of Interwest's CASp-Certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our goal is to provide experts in the industry who can perform services for building departments by customizing our services to correspond with our client's expectations and needs. We work collaboratively with our clients to resolve plan review and inspection-related issues as efficiently as possible, ultimately resulting in an expedited process and successful project.



Our architects and plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance regulations and they are available for plan review and/or evaluations and consultation. We offer support to municipalities for compliance enforcement and/or developing a transition plan towards compliance and successfully partner with the disabled community to address the needs and requirements of both entities. We can assist our clients in interpreting various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code 'interpretation,' hardship, and code changes.

#### **FLOOD ZONES**

Interwest's staff of engineers and plans examiners have experience in providing plan reviews for projects located in flood zones, as several of our clients have developments that occur in areas prone to flooding. Interwest's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as the local jurisdiction's ordinances. In addition, members of Interwest's staff have participated in state-sponsored committees to establish guidelines and regulations for construction in areas designated as flood zones.

#### **OSHPD 3**

Our staff of plans examiners has extensive experience in providing plan reviews for OSHPD 3 projects. Our staff is well versed with the OSHPD 3 requirements contained in the California Building Code. We also have OSHPD-Certified Inspectors available on an as-needed basis.

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#### **CODE INTERPRETATIONS**

Code interpretations are subject to final review and approval by the Chief Building Official, or City designated staff. Interwest's Engineers and Plans Examiners will provide unbiased recommendations and background information to help the Building Official or Fire Marshal make an informed decision. All plan review comments are subject to review and approval by the City Building Department.

#### SPECIAL PROJECTS AND ACCELERATED SERVICES

Interwest can accommodate special project plan review needs such as multi-phased or accelerated plan reviews. We establish project-specific turnaround goals and procedures with City staff for these types of projects based on the complexity of the projects as well as the construction schedule. Our staff of engineers and plans examiners will work with the City to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues collaboratively to resolve plan review issues as quickly as possible.

#### **COMMUNICATING PLAN REVIEW RESULTS**

Plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest will provide the City with a clear, concise, and thorough document from which clients, designers, contractors, and owners can work. At the completion of each plan review cycle, Interwest will return an electronic and hard copy of the plan review comment list to the designated applicant and City representative. Upon completion of the plan review, after all plan review issues have been resolved, Interwest will provide two complete sets of all final documents annotated as "reviewed" to the City for final approval.

#### **ON-SITE CONSULTANT SERVICES & MEETING ATTENDANCE**

Our staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we perform plan reviews are considered part of the plan review service. Interwest's Engineers and Plans Examiners will be available to meet with City staff, the design team, applicants, and/or contractors, at the City's request, to discuss and resolve plan review and code-related issues. We will be available within one (1) business day to respond to questions from the City that may be generated during field inspections for each authorized plan check that is subsequently issued a permit for construction. Voicemails, e-mails, and faxes will be responded to as quickly as possible, always within 24 hours.

#### **ELECTRONIC PLAN CHECK SERVICES**

Electronic plan check services deliver many benefits to municipalities, including substantially improved turnaround times; instantaneous comments to the developer, applicant, or architect; secured accessibility to documents; and reduced paper storage. Our staff is experienced in providing electronic plan reviews and will continue to utilize Bluebeam® to efficiently process City plan review services. Our goal is always to collaborate with and support the building department by providing thorough, accurate, and timely plan reviews.

#### **PLAN REVIEW TRACKING METHOD & BILLING PROCESS**

Our staff has experience working with most project-tracking databases utilized by building departments. Our staff will update electronic records and make project-related database entries as directed by the City. We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information, and any special requests you would like us to keep in mind.

City of San Fernando, CA | Proposal for Professional On-Call Buildin Buildin Services

Interwest uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle and completion date for the current review can be provided. In addition to standard phone communication, custom reports can be emailed.

Additionally we currently provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required. Our staff is available during standard business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

#### d) Landscape and Irrigation Plan Check and Inspection Services.

Our landscape design reviewers bring a flexible and creative approach to our public agency clients that has been developed over years spent working on your side of the counter. Our team is ready and able to assist the City with the landscape architectural review services of new development and/or redevelopment applications.

Interwest emphasizes superior customer service to all of our employees. The staff at Interwest brings a can-do attitude to their work by always focusing on clear communication, client goals and successful project outcomes. Upon award of contract, our Project Manager will set up a meeting with key City staff to learn the City's development review practices for landscape architecture, acquire any needed regulatory and policy documents, gain an understanding of key issues and concerns of your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind.

We are prepared to provide the following services to the City:

- Landscape and irrigation plan check reviews shall be conducted by a licensed landscape architect to confirm plans are in compliance with all applicable City, State or any other applicable regulations and codes.
- Provide the applicant and the City with a written list of items needed for clarification or correction in order to achieve compliance.
- Perform all necessary liaison services with the Director, Building Official, or designee, either by mail, e-mail, telephone or virtual capacity, or in the Consultant's main office to ensure compliance with local policy interpretation.
- Perform landscape and irrigation plan check services of plan revisions that have been previously submitted and/or have been previously approved for permit issuance.
- Perform plan review within 10 working days from the date the City subs the plans to consultant for plan review for both initial plan reviews and subsequent plan review cycles.
- Advise applicant and City when an inspection shall be requested.
- Conduct inspections during the City set inspection days and times upon request for scheduling.
- Maintain records for State reporting purposes.

#### e) Specialized Plan Review and Inspection Services including but not limited to Fire Examiner Plan Check services and Fire Inspection Services

We have a complete staff of experienced and licensed professional fire protection plans examiners and inspectors for your fire life safety needs. Our staff can check plans for compliance with all applicable fire code and standard requirements, including but not limited to the following: ICC Fire Code, Uniform Fire Code, California Fire Code, Life Safety Code, NFPA standards, and your local/regional amendments.

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Our Fire Plans Examiners and Inspectors are well-versed in the use and application of the following model codes, standards, and regulations:

- California Fire Code (CFC)
- California Building Code (CBC)
- Local amendments and policies related to the CFC and CBC
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, UL, etc.) for common systems and materials
- Fire Department Standards
- National Fire Protection Referenced Standards pursuant to the above Codes
- Municipal, State, or Federal regulations enforced by Fire Departments

#### HIGH FIRE HAZARD AND CODE COMPLIANCE

We understand that municipal codes may be frequently updated, so we will ensure that the projects we are inspecting are compliant with current code requirements. This includes the newly released State Fire Marshal Map requirements for high-fire hazard areas based on Chapter 7A of the CBC. More specifically, we will ensure compliance with Title 24 California Building Standards Codes covering structural, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing, and historical buildings.

Interwest's Engineers and Plans Examiners have experience in providing plan reviews for projects located in high fire hazard zones, as several of

our clients have developments that occur in areas prone to wildfires. Interwest's staff has provided plan reviews for projects located in high fire hazard zones using FEMA's Technical Bulletins as well as the Title 24 California Building Standards Code.

#### f) Permit Issuance and Counter Services Staffing

Permit technician services are crucial to the success of the entire building safety process as they are the first impression the public gets of your building department. Contact with the public at this initial point sets the tone for any additional interaction throughout the life of a project, whether engaging the homeowner, architect, developer or contractor or other community member. Delivery of excellent customer service, maintaining a smooth flow of documents and plans throughout departments, and tracking and reporting, are all key elements to furnishing first-rate, efficient, and a memorable experience to your clients.

At the request of the City, we will provide one or more Building Permit Technicians to the City. Our Building Permit Technicians will welcome and work closely with customers at the public counter answering all questions. They will provide information about permit applications, plan review, and inspection requirements, and will be excellent at organizing and maintaining the filing systems necessary for tracking in-progress applications, permits issued, plan check-in progress, approved plans, and any other information required by the City.





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#### **Plan Check Turnaround Times**

We consistently complete 99% of our customers' plan review times on schedule for both commercial and residential projects as our standard business practice. We work hard to accommodate any turnaround schedule desired by the City. Multidisciplinary reviews are typically performed in our offices, but we are available for onsite work when required, upon the City's request.

#### Table 1. Maximum Turnaround Times

MAXIMUM TURNAROUND TIME					
Type of Job	1st Review	2nd Review	Expedited Review		
Residential					
New Construction	10 Business Days	5 Business Days	5 Business Days		
Addition	10 Business Days	5 Business Days	5 Business Days		
Remodel	10 Business Days	5 Business Days	5 Business Days		
Non-Residential					
New Commercial/Industrial	10 Business Days	5 Business Days	5 Business Days		
Addition	10 Business Days	5 Business Days	5 Business Days		
Tenant Improvement/Remodel	10 Business Days	5 Business Days	5 Business Days		
Large Complex Commercial Projects	Turnaround Time Neg	otiated on a Project-by-	Project Basis		

Interwest is also able to accommodate special project plan review needs, such as, Solar/PV and fast-track or expedited reviews. We establish specific turnaround goals and procedures with jurisdiction staff for these types of projects.

#### **Quality Control / Quality Assurance**

Interwest prides itself in meeting clients' needs while maintaining a high level of quality control. Our approach is proactive we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk. To ensure quality, Interwest has implemented a Quality Assurance/Quality Control (QA/QC) program where our Project Manager performs random quality evaluations of our staff throughout the year. Interwest's QA/QC activities include:

- Standardized processes for intake, completion of returned work, email correspondence, review comment letters, and other items to ensure consistency and client satisfaction (e.g.., Logging review data into each municipality's system). Our Project Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed periodic peer review of plan reviews.
- Staff feedback as necessary for any discrepancies or improvements needed. Staff are paid to attend both internal and external training to grow professionally and improve skill sets. The Account Manager conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided. Sending periodic customer satisfaction surveys for feedback on work performed and services provided.

Interwest uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary. Given interwest's comprehensive approach to management and plan review, the probability of risk is low. As part of our QA/QC process, we ensure that Interwest standards are met. We involve the City in the entire process to maintain transparency.

To refrain from redundancy, we ask the City to please see section 3: Profile of the Proposing Firm for detailed information on related service experience by Interwest in similar work.

CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "B"

# 5

# Project Staffing





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City of San Fernando, CA | Proposal for Professional On-Call Building and Safety Services

# **5 Project Staffing** List of Lead Professional Personnel by Area of Expertise

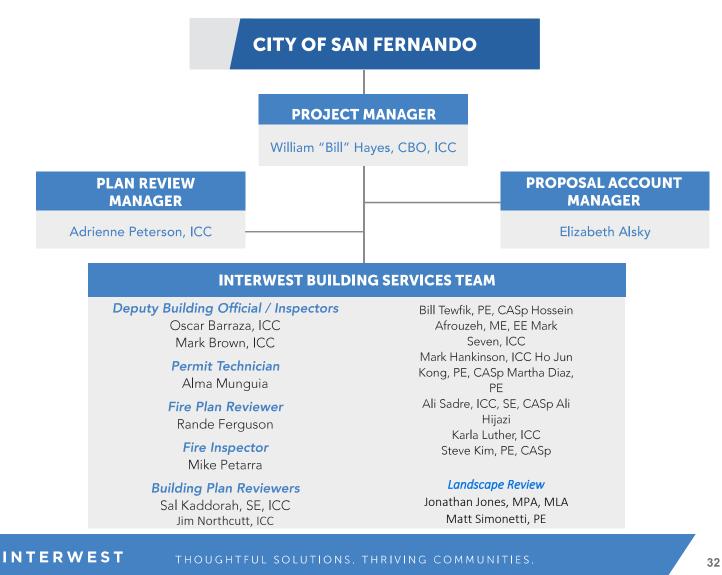
Our proposed staff (as shown in the table below) have significant direct experience working throughout California providing services similar to the services the City requires. The Interwest personnel assigned to serve the City of San Fernando are highly qualified and experienced in providing building safety services to California municipal clients. Interwest does not intend to utilize the services of sub-contractors in the performance of work under this contract.

Our proposed team provides first-class building department services. Because of our state-wide and national reach, we can add more personnel to any given project, depending on the City's needs at relatively short notice. Full detailed resumes are included in the Appendix for your review and consideration. This is the team we have carefully curated for this project. A total of 18 professionals with the relevant experience to assist the City with its needs and requirements as well as a dedicated Account Manager, Elizabeth Alsky.

**Required Statements:** Our proposed team has not worked for any other municipal agencies in the past three years. We understand there will be no changes made to the proposed team without prior approval from the City.

### **Organization Chart**

As shown in the organization chart below, we have assembled an experienced and diverse team of plans examiners, building officials and inspectors to provide complete coverage for the City of San Fernando. On the pages following the organization chart, we provide detailed qualifications of key personnel. Detailed resumes for all proposed Interwest personnel are provided in Appendix A.



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#### **Qualifications Table**

NAME & ROLE	EXPERIENCE WITH FIRM	LICENSE/ CERTIFICATION
William "Bill" Hayes, CBO, ICC Project Manager	20+ years	International Code Council, 8230972 Certified Building Official ICC Residential Plumbing Inspector ICC Residential Mechanical Inspector ICC Residential Building Inspector ICC Commercial Building Inspector ICC/AACE Property Maintenance and Housing Inspector ICC Building Inspector
Oscar Barraza, ICC Building Inspector	24+ years	NPDES Certified Stormwater Inspector Disaster Safety Assessment CA, NO. SAPC51147 Emergency Management System Institute (FEMA), Incident Command System, Incident Management System International Code Council, 5173156 ICC Building Inspector ICC CA Residential Plumbing Inspector ICC Residential Plumbing Inspector ICC Residential Electrical Inspector ICC CA Residential Electrical Inspector ICC CA Residential Building Inspector ICC CA Residential Electrical Inspector ICC CA Residential Electrical Inspector ICC CA Residential Building Inspector ICC CA Residential Electrical Inspector ICC CA Residential Electrical Inspector ICC CA Residential Electrical Inspector
Mark Brown, ICC Building Inspector	1+ years	Residential Building Inspector Commercial Building Inspector Residential Mechanical Inspector Residential Plumbing Inspector Residential Electric Inspector Building Inspector
Alma Munguia Permit Technician	4+ years of experience	NA
Sal Kaddorah, PE Building Plan Reviewer	30+ years of experience	MS, Civil Engineering with Specialization in Structural Engineering Design, California State University, Sacramento, 1988 BS, Civil Engineering, California State University, Sacramento, 1985 CA Professional Civil Engineer, 43757 NV Professional Civil Engineer, 20795 International Code Council, 861125 ICC Building Plans Examiner

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#### **Qualifications Table**

James Northcutt, ICC Building Plan Reviewer	40+ years of experience	AA, Civil Engineering, Saddleback Community College, 1981 International Code Council, 879908 ICC Building Plans Examiner ICC Building Inspector
Bill Tewfik, PE, CASp, CBO Building Plan Reviewer	40+ years of experience	State Fire Marshal Designated Campus Fire Marshal (SFM DCFM) - 2019 Plan Examiner 1A, 1B, 1C – 2018/2019 Fire Inspector 1 - 2017 Hazardous Materials First Responder Awareness Level - 2017 Plan Review Institute Based on the 2015 I-Codes - 2017 Fire Alarm Plan Review - 2016 Fire Prevention 3B - 2015 Back to Basics, A Review of NFPA 72 - 2015 Fire Inspector 1A, 1B, 1C, 1D - 2014 Fire Inspector 2A, 2B, 2C, 2D - 2014 NFPA 13, NFPA 20, NFPA 25 Review Course – 2014 CPR/First Aid Certified – Annual Renewal
Hossein Afrouzeh, ME, EE Building Plan Reviewer	40+ years of experience	CA Registered Mechanical Engineer   27117 CA Registered Electrical Engineer   11588
Mark Seven Building Plan Reviewer	17+ years of experience	Bachelor Degree in Electrical Engineering, Aswan University, Egypt
Mark Hankinson, ICC Building Plan Reviewer	37+ years of experience	International Code Council I 5111273 ICC Accessibility Inspector/ Plans Examiner ICC/AACE Property Maintenance & Housing Inspector ICC Residential Building Inspector ICC Commercial Building Inspector ICC Building Plans Examiner ICC Building Inspector ICC Residential Mechanical Inspector ICC Residential Mechanical Inspector ICC Commercial Plumbing Inspector ICC Commercial Plumbing Inspector ICC Plumbing Inspector
Ho Jun Kong, P.E., CASp, ICC Building Plan Reviewer	16+ years of experience	Certified Access Specialist (CASp-863) Building Plans Examiner Certificate by International Code Council (#8255163) Registered Civil Professional Engineering License (P.E.) by California State (C79527) Registered Fundamentals of Engineering License (E.I.T.) by California State (EIT130553)

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#### **Qualifications Table**

Martha Diaz, PE Building Plan Reviewer	15+ years of experience	Registered Civil Engineer, CA # 081154 International Code Council 8723293 ICC Certified Residential Plans Examiner
Ali Sadre, ICC, SE, CASp Building Plan Reviewer	35+ years of experience	ICC Plans Examiner ICC Building Inspector ICC Combination Inspector Licensed Civil Engineer in AZ, 68573 President of the Structural Engineers Association of CA (SEAOC) in 2020-2021 State Certified Access Specialist (CASp-861) CA Structural Engineer, S3715 CA Civil Engineer, C42877 ME Civil Engineer, 15622 WA Civil Engineer, 56625 WA DC Structural Engineer, S9020118 WA DC Civil Engineer, S920878
Ali Hijazi Building Plan Reviewer	7+ years of experience	· ·
Karla Luther, ICC Building Plan Reviewer	22+ years of experience	International Code Council, 5102152 Fire Plans Examiner Building Plans Examiner
Steve Kim, P.E., CASp Building Plan Reviewer	11+ years of experience	Professional Engineer, P.E. State of California, License No. C88484 Certified Access Specialist (CASp) Certificate No. CASp- 982 Building Plans Examiner, B3 Certificate No. 8887591
Adrienne Peterson, ICC Plan Review Manager	-	International Code Council, 5053110 ICC Permit Technician ICC CA Building Plans Examiner
Rande Ferguson Fire Plan Reviewer	38+ years of experience	Fire Inspector I Fire Inspector II Fire Plans Examiner Fire Prevention Officer
Mike Petarra, ICC Fire Inspector	17+ years of experience	NFPA Certified Life Safety Specialist – Health Care Facility Manager Master Certificate – Business Management ICC Fire Inspector I & II ICC Fire Plans Examiner ICC Commercial Building Inspector

# Team Resumes

# **Appendix A**





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# WILLIAM 'BILL' HAYES, CBO, ICC

#### STATE OPERATIONS MANAGER, BUILDING DEPARTMENT SERVICES

Bill brings 20+ years of building official, plan review and building inspection experience along with 17 years of municipal experience. His progressive and extensive knowledge of the building industry and municipal organization translates to efficient and effective services for our clients. Bill works with clients, Building Officials and Community Development Directors to assure client needs are met and all services provided on behalf of Interwest are delivered professionally, timely and in a customer service manner. Bill also meets with architects, engineers, designers, and homeowners as necessary to coordinate the successful delivery of plan review and inspection services.

#### **PROFESSIONAL HISTORY**

# State Operations Manager, Building Department Services / Interwest Consulting Group / 2021 - Present

Bill serves clients in the capacity of State Operations Manager and Building Official, coordinating plan review, inspection and department oversight for multiple jurisdictions throughout Southern California.

#### West Coast Building and Code Group Leader / HR Green / 2019-2021

Coordinated project scheduling, tasks, and budgets to ensure completion within the appropriate time frame. Prepared the scope of services, detailed project, and contracts. Worked with leaders to determine the composition of the project team and assign any duties, schedules, and budget to members. Assisted and delivered proposals to client and managed contracts to determine if amendments are needed, communicated changes to clients and coordinated timely invoices and fees. Identified project opportunities and make decisions under the Practice Leader supervision. Attended leadership meetings, reported on group performance, strategic planning, and marketing efforts. Provided input into the creation of marketing plans and maintained regular and accurate record of marketing activities with clients. Assisted Human Resources with onboarding new employees, coordinate with IT to ensure office space and equipment are set up properly. Engaged in development-focused discussions with staff to assist in identifying and pursuing activities/projects that aligns with their development objectives.

#### Building and Operations Manager / City of Industry / 2016-2018

Supervised the daily operations of the Building & Development Services Departments by overseeing the daily operations of the counter customer service, issuing permits, performing plan checks, performing field inspections, gathering data, and executing proposal reports and city projects for the City Manager and City Council. Created training materials and implemented updated procedures for building inspection and counter staff. Evaluated staff responsibilities and productivity to ensure that departments are performing efficiently.

Maintained 24-hours of communications with Los Angeles County Public Works relating to installations and maintenance of sewer laterals, sidewalks, driveway approaches, and public right-of-way. Assigned and monitored work for contractors and consultants, ensuring that the services provided are within the parameters of the City Council's approved contract. Reviewed all engineer specifications to ensure that they are appropriate for all formal bids under \$10,000 and writing specifications and obtaining informal bids for all work under \$10,000. Match bids to consultant invoices to ensure that amounts are correct for the work performed.



#### YEARS OF EXPERIENCE: 20+

#### **REGISTRATIONS/ CERTIFICATIONS**

International Code Council, 8230972

- Certified Building Official
- ICC Residential Plumbing Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Building Inspector
- ICC Commercial Building Inspector
- ICC/AACE Property Maintenance and Housing Inspector
- ICC Building Inspector



#### William (Bill) Hayes | State Operations Manager, Building Departmnet Services | Page 2

Oversaw an operational budget of over \$50 million, the ADA improvements to public owned properties, and the maintenance of over \$2 million worth of city vehicles and equipment, as well as city properties by repairing and improving 31 homes and 244 parcels; making sure that they comply with local, state, and federal laws, while maintaining 8,000 acres outside the city limits.

Maintained 24-hours of communications with Los Angeles County Public Works relating to installations and maintenance of sewer laterals, sidewalks, driveway approaches, and public right-of-way. Assigned and monitored work for contractors and consultants, ensuring that the services provided are within the parameters of the City Council's approved contract. Reviewed all engineer specifications to ensure that they are appropriate for all formal bids under \$10,000 and writing specifications and obtaining informal bids for all work under \$10,000. Match bids to consultant invoices to ensure that amounts are correct for the work performed.

Oversaw an operational budget of over \$50 million, the ADA improvements to public owned properties, and the maintenance of over \$2 million worth of city vehicles and equipment, as well as city properties by repairing and improving 31 homes and 244 parcels; making sure that they comply with local, state, and federal laws, while maintaining 8,000 acres outside the city limits.

#### JAS Pacific / Contract Building Official-City of Pico Rivera / 2015-2016 & 2018-2019

Supervised the daily operations of the building, code enforcement, and housing departments for the City of Pico Rivera. Tracked customer service, issued permits, performed plan checks and field inspections, gathered data, and fully executed required reports. Created training materials, and trained code enforcement, building inspectors, and counter staffs on updated procedures for building inspections and policies.

#### Building Official/Acting Public Works Manager / 2013-2015

Established an innovated Rental Housing Program by using a state-of-the-art GIS based inspection technology to efficiently inspect and publicly record blighted and deteriorated properties and was awarded the Helen Putnum Award for Excellence in the Internal Administration category. Created and implemented an Electronic Document Management System (EDMS) internal plan check process of 97% for efficient productivity of staffs and businesses, allowing the city to retain over \$600,000 of funds in a 2-year period. Organized and managed the Industrial Waste program and successfully raised the compliance from 80% to nearly 100% from businesses within the city. Established a strong relationship with all departments in the city, therefore becoming a resource and asset to all.

#### Building Commissioner / City of Palos Heights, Illinois / 2008-2013

Responsible for the City of Palos Heights building departments overall operation and its annual budget of \$750,000, as well as coordinated all approved outside vendors and services, and streamlined general office management duties to ensure efficiency of the department's day-to-day operation. Provided oversight for all disciplines of residential and commercial plan reviews, zoning, enforcement, property maintenance enforcement, and all construction inspections from footing to certificate of occupancy. Inspected various construction projects, ranging from single family homes, commercial buildings, Public Works projects, and new constructions/remodeling for a private college, as well as an eight story, 500,000 plus square feet hospital surgical wing.

#### Senior/Lead Building Inspector / City of Countryside, Illinois / 2007-2008 End Year

Supervised all sign and property maintenance inspections, enforcement programs, as well as inspections for buildings, electrical, and mechanical on residential and commercial projects, as well as zooning plan reviews and enforcement. Coordinated as the department liaison for the local adjunction court by advising the Building Commissioner regarding building codes and city ordinance updates to stay in compliance with all Federal, State, and local laws. Lead the project in developing an electronic plan review/permit submittal program and an extensive electronic filing system for all permit and property files.

## Adrienne Peterson, ICC

#### ICC CERTIFIED BUILDING PLANS EXAMINER

Adrienne is an ICC certified California Building Plans Examiner and Permit Technician with more than 20 years of direct municipal Building Safety Department experience. For much of her career, Adrienne worked as a permit technician, serving cities and the general public at the counter. This experience has given her insight into the importance of exemplary customer service and strict adherence to turnaround deadlines. With years of experience reviewing plans for compliance at the counter, Adrienne went on to become a certified plans examiner reviewing residential and commercial plans for the City of Yorba Linda, and now for our various clients throughout Southern California.

#### **PROFESSIONAL HISTORY**

#### Building Plans Examiner / Interwest Consulting Group / 2018 - Present

Adrienne performs comprehensive plan review services for residential and nonresidential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, state and local building codes, policies, amendments, and ordinances.

#### Permit Technician / City of Yorba Linda / 2011 - 2018

Adrienne provided lead and direct supervision to front counter Permit Technicians. She worked directly on the implementation and maintenance of the City's Accela Automation 8.0 permit software and customized policies and procedures for plans submittals and permit issuance accordingly. Adrienne reviewed residential and commercial plans for submittal and plan check accuracy. She also issued all construction permits for commercial and residential projects and provided ADHOC reporting for outside agencies and internal requests.

#### Building Permit Technician / Consultant / 2009 - 2011

With a third-party consultant, Adrienne provided contract Building Permit Technician services to the City of Yorba Linda and the City of Upland.

#### Senior Permit Technician / City of Ontario / 2005 - 2009

In this position, Adrienne provided lead and direct supervision to the City's front counter Permit Technicians. She reported all construction activity to outside state and county agencies and issued all construction permits for commercial and residential projects. Adrienne also reviewed residential construction plans for code compliance and permit issuance and provided technology support for the City's Acella Permit Plus permit software.

#### Building Permit Technician / City of Claremont / 1998 - 2005

Adrienne provided building counter customer service and support. She reviewed all construction documentation for submittal and issued all construction permits for the City. Adrienne reported all construction activities to outside agencies and provided lead direction for the implementation of computerized permit software (HdL).



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#### YEARS OF EXPERIENCE: 25 YEARS W/ INTERWEST: 5

#### **EDUCATION**

 Received Diploma in Computerized Accounting, M.T.I. College, 1995

#### **REGISTRATIONS/ CERTIFICATIONS:**

- International Code Council, 5053110
  - ICC Permit Technician
  - ICC CA Building Plans Examiner

#### Oscar Barraza, ICC ICC BUILDING INSPECTOR

Oscar brings over 20 years of construction industry experience with more than 17 years as a Building Inspector and Code Enforcement Officer. He is highly knowledgeable of Housing and Zoning Ordinances and has worked in both the public and private sectors. Oscar understands the significance of project schedules which has served as an important asset in ensuring the timely delivery of all projects.

#### **PROFESSIONAL HISTORY**

#### Building Inspector / Interwest Consulting Group / 2012 - Present

Oscar performs inspections of commercial and residential construction including building, plumbing, electrical and mechanical.

# Building Inspector | Code Enforcement Officer / JAS Pacific / 2010 - 2012

Oscar conducts residential and commercial inspections in Electrical, Plumbing, Mechanical, and Building fields. He investigates building standards and land usage to ensure that municipal and county laws for such works are followed.

# Building Inspector | Code Enforcement Manager / City of Palmdale, CA / 2003 - 2009

Oscar conducts residential and commercial inspections in Electrical, Plumbing, Mechanical, and Building fields. He is responsible for scheduling and monitoring inspections for single and multi-family residences through the Residential Rental Unit program.

#### Construction Supervisor / California Restoration Construction / 2002 - 2003

Oscar is responsible for supervision of restoration projects throughout the Los Angeles area. He contracts and supervises all types of trades at the job site.

#### **Construction Supervisor/ Financial Interior Design / 1998 - 2002**

Oscar coordinates and scheduled subcontractors and diagnoses problems of any type or trade. He coordinates services of Deputy Inspectors..



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#### YEARS OF EXPERIENCE: 24 YEARS W/ INTERWEST: 10

#### **EDUCATION**

Architecture | Drafting, Los Angeles Pierce College
PC 832 (Arrest) Modules,

Modules 1 & 3 (Code Enforcement), Rio Hondo College

#### REGISTRATIONS/ CERTIFICATIONS

- NPDES Certified Stormwater Inspector
- Disaster Safety Assessment CA, NO. SAPC51147

Emergency Management
 System Institute (FEMA), Incident
 Command System, Incident
 Management System

- International Code Council, 5173156
- ICC Building Inspector
- ICC CA Residential Plumbing Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Electrical Inspector
- ICC CA Residential Building Inspector
- ICC CA Residential Electrical Inspector
- ICC CA Commercial Building Inspector
- ICC Management Module

# Mark Brown, ICC

Mark is an inspector with many certifications and a strong work ethic.

#### **PROFESSIONAL EXPERIENCE**

#### Inspector / Interwest Consulting Group / 2023 – Present

- Inspect buildings and ensure compliance with building plans.
- Conduct inspections for compliance with codes and regulations governing building construction, alteration and repair, electrical, plumbing, and mechanical installations, and environmental protection.
- Review code standards and departmental regulations recommending changes when needed.





A SAFEbuilt COMPANY

#### **YEARS WITH INTERWEST: 1**

#### LICENSES / CERTIFICATIONS:

- Residential Building Inspector
- Commercial Building Inspector
- Residential Mechanical Inspector
- Residential Plumbing Inspector
- Residential Electric Inspector
- Building Inspector



# Sal Kaddorah, PE

#### **PROFESSIONAL ENGINEER / SENIOR PLAN REVIEW ENGINEER**

Sal is a registered engineer with over 30 years of industry and municipal experience, serving major metropolitan governmental agencies throughout Southern California. He spent 18 years of his career serving the Southern California City of Manhattan Beach, beginning as a Senior Plan Check Engineer and progressing to become the City's Building Official and filling in as the Director of Community Development as-needed. This has given him a valuable perspective on and respect for working in a municipality at multiple levels. This insight allows him to problem solve and work effectively within this environment to the satisfaction of existing City staff, the development community, and the public. Over his career, Sal has cultivated expertise and a proven track record of providing City clientele with thorough and accurate reviews on a multitude of project scopes and scales. Sal continues to stay current and well-informed about the latest techniques and technologies to ensure client satisfaction and effective communication.

#### **PROFESSIONAL EXPERIENCE**

#### Senior Plan Review Engineer / Interwest Consulting Group / 2015-Present

Sal serves a variety of clients on a contract basis providing comprehensive plan review services. Sal also, fills in as a building official, as needed.

#### Building Official / City of Manhattan Beach / 2011-2015

In this position, Sal supervised and managed the Building and Safety Division, including Plan Check, Inspections, Permit Processing and Code Enforcement. He ensured that construction or alteration work was being done according to approved plans and in accordance with the Provisions of Building Codes. Sal also supervised staff and provided training and guidance to perform required job duties and tasks. He prepared reports and conducted presentations for the City Council, City Manager, City Departments, Boards and Commissions, other Public Agencies, and Private Design and Development Sectors. He also performed complex plan checks for large commercial and residential projects, and worked with the design team to ensure proper code compliance for the final design. On occasion, Sal filled in for the Director of Community Development Department, which involved running the Department operations and managing the Department personnel.

#### Principal Plan Check Engineer / City of Manhattan Beach / 2000-2011

He oversaw all plan check, and inspection activities within private property of the City. The work included all construction activities, i.e., Commercial, Industrial and Residential buildings within the City limits. Sal was also responsible for building code development and other code interpretation issues. He managed and supervised permit processing staff and plan check Engineers; provided technical training for staff pertaining to construction codes; and provided technical Code interpretations for the design and construction community.

#### Senior Plan Check Engineer / City of Manhattan Beach / 1997-2000

Sal performed plan checks for commercial and residential projects to ensure full compliance with California State codes and City amendments. He provided the Building Official with all technical engineering and life-safety interpretations and decisions on issues related to architectural, structural, disabled access, and energy standards.



A SAFEbuilt COMPANY

#### YEARS OF EXPERIENCE: 30+ YEARS WITH INTERWEST: 6 EDUCATION:

- MS, Civil Engineering with Specialization in Structural Engineering Design, California State University, Sacramento, 1988
- BS, Civil Engineering, California State University, Sacramento, 1985

#### LICENSES / CERTIFICATIONS:

- CA Professional Civil Engineer, 43757
- NV Professional Civil Engineer, 20795
- International Code Council, 861125
- ICC Building Plans Examiner

#### Associate Plan Check Engineer/ City of Sacramento/ 1990 - 1997

Sal performed commercial, residential, and industrial plan checks for the City, as well as complex construction inspections, including plan checks and inspections of high-rise buildings and large arenas. He provided code training to plan check engineers and inspection staff, as well as members of the design and construction community.

#### Design Engineer / William Merkel Associates / 1985–1990

In this role, Sal performed structural design for hospitals, schools, commercial, industrial and residential structures. He was in charge of design and construction projects from the initial design phase to completion, including construction costs, budgeting, and all related construction issues.

#### Graduate Assistant / California State University, Sacramento / 1985-1988

Sal assisted a professor in the Engineering and Science Department with engineering lectures. He also tutored graduate engineering students and graded homework assignments, tests, and engineering reports.

## **James Northcutt, ICC**

#### ICC BUILDING PLANS EXAMINER // ICC BUILDING INSPECTOR

With 40 years of experience, James has an extensive record of successfully reviewing all phases of highly-complex construction projects. James has served various positions with the City of Irvine throughout his career. Accomplished in all duties, including plan review and approval, regulatory compliance, code interpretation, code enforcement, and project acceptance.

#### **PROFESSIONAL HISTORY**

#### Plans Examiner / Interwest Consulting Group / 2015 - Present

James provides plans examination reviews for various Central Valley and Southern California jurisdictions.

#### Plans Examiner / City of Irvine, CA / 1994 - 2014

James provided information to architects, engineers, contractors, homeowners and developers regarding Building Codes, Local Codes and State Codes including Title 24 handicap and energy requirements. He plan checked and approved room additions, patio covers, solar installations, spa installations, and all tenant improvements plans including high rises in compliance with City building codes and standard plans, State Codes and California Building Codes.

#### Street Lighting Specialist / City of Irvine, CA / 1988 - 1994

James supervised and maintained the City's street lighting and landscape maintenance districts; develop and administer the districts budgets; Updates annual assessment land use codes and parcel information; prepare and present engineer's reports and related staff reports to City Council and Finance Commission.

#### Plan Check Technician / City of Irvine, CA / 1986 - 1988

James provided plan check and approval statuses to room additions, spa installations, and patio covers in compliance with City Building Codes, State Codes and Uniform Building Codes.

#### Engineering Technician / City of Irvine, CA / 1985 - 1986

James performed routine review of tract maps, parcel maps, grading plans, landscape plans; check improvements plans for general conformance with City Standards. Assisted in development and review of design policies and standards.

#### Engineering Aide III / County of Orange, CA / 1981 – 1985

James was a draft man for grading, bike trails, street improvement plans, storm drains, and other County projects using Intergraph CAD system; design, draft and write construction specifications for minor County funded projects.



#### INTERWEST A SAFEbuilt COMPANY

#### YEARS OF EXPERIENCE: 40 YEARS W/ INTERWEST: 6

#### **EDUCATION**

 AA, Civil Engineering, Saddleback Community College, 1981

#### **REGISTRATIONS/ CERTIFICATIONS:**

- International Code Council, 879908
- ICC Building Plans Examiner
- ICC Building Inspector

#### **AREAS OF EXPERTISE:**

- Plans Examination
- Code Interpretation
- Construction | Scope
- Project Management
- Code Enforcement

# Bill Tewfik, PE, CASp, CBO

#### CA REGISTERED PROFESSIONAL ENGINEER // CERTIFIED ACCESS SPECIALIST // CERTIFIED BUILDING OFFICIAL

Bill is a registered engineer and CASp professional with more than 40 years of industry experience, including 23 years serving the City of Garden Grove's Building Division. Bill has extensive experience serving municipalities and providing engineering plan review services.

#### **PROFESSIONAL HISTORY**

#### Plan Check Engineer | Certified Access Specialist / Interwest Consulting Group / 2016 - Present

Bill performs architectural and structural review of commercial, industrial, and residential buildings for compliance with State regulations and City ordinances pertaining to model codes, interacting with engineers, architects, contractors, developers, and property owners to provide interpretation and assistance on building code related issues and assisting counter personnel with permit issuance.

#### Building Official / City of Garden Grove / 2012 - 2016

Bill was responsible for the planning and managing of the daily operations of the City's Building Division, including the plan check section, permit counter and inspection activities. Bill also provided technical support to various City Departments regarding building related issues. He performed a variety of complex technical work to ensure compliance with applicable codes, and educated employees on different code topics.

#### Plan Check Engineer / City of Garden Grove / 1993 - 2012

In this role, Bill performed architectural and structural review of commercial, industrial, and residential buildings for compliance with State regulations and City ordinances pertaining to model codes, interacting with engineers, architects, contractors, developers, and property owners to provide interpretation and assistance on building code related issues and assisting counter personnel with permit issuance.

#### Contract Engineer / Freelance / 1991 - 1993

During this time, Bill prepared plans and performed structural engineering consulting services for private clients.

#### Project Engineer / McLean and Schultz / 1990 - 1991

In the role of Project Engineer, Bill participated in various office projects including the design of steel structures and reinforced concrete foundations for industrial facilities. Other duties included checking the stability of existing structures to meet the minimum seismic force requirement and structural design work for renovating existing structures (wood, masonry, concrete) to accommodate the revised architectural design.

#### Project Engineer / Battaglia Associates / 1987 – 1990

Bill's responsibilities included the design of steel and reinforced concrete structures for the "Lotte World" indoor and outdoor theme park in South Korea. He also reviewed engineering consultant plans to ensure compliance with the architectural design intent and coordinated with contractors in the in the field, solving problems that arise during the construction phase.



A SAFEbuilt COMPANY

#### YEARS OF EXPERIENCE: 40 YEARS WITH INTERWEST: 7 EDUCATION:

- Associates Degree, Paralegal Studies, MTI College
- Associates Degree, General Studies – 2002

#### LICENSES / CERTIFICATIONS:

- State Fire Marshal Designated Campus Fire Marshal (SFM DCFM) - 2019
- Plan Examiner 1A, 1B, 1C 2018/2019
- Fire Inspector 1 2017
- Hazardous Materials First Responder Awareness Level -2017
- Plan Review Institute Based on the 2015 I-Codes - 2017
- Fire Alarm Plan Review 2016
- Fire Prevention 3B 2015
- Back to Basics, A Review of NFPA 72 - 2015
- Fire Inspector 1A, 1B, 1C, 1D -2014
- Fire Inspector 2A, 2B, 2C, 2D -2014
- NFPA 13, NFPA 20, NFPA 25 Review Course – 2014
- CPR/First Aid Certified Annual Renewal



#### Project Engineer / Severud Associates / 1981 – 1987

Responsibilities include designing steel and reinforced concrete buildings using various computer software programs, developing all structural details, and checking shop drawings for conformance with AISC specifications and ACI codes. Performed field inspection and supervision services during the construction of various projects.

#### Project Engineer / Mecan Arbed Company / 1980 – 1981

Responsibilities included field supervision and survey work for the Sheraton Hotel during construction and preparing daily progress reports.



# Hossein Afrouzeh, ME, EE

#### **PLAN REVIEW ENGINEER**

Hossein is a licensed electrical and mechanical engineer with a rich background in the industry, including over 10 years of construction experience and over 40 years of design, construction management support experience, and plan review engineering. He is a well-rounded project leader with strong interpersonal and communication skills with ability to lead a design team of Electrical, Mechanical, and Plumbing engineers to adhere to the client and code requirements. He is familiar with the preparation of contract documents for mid-rise multi-residential, commercial, industrial, and educational buildings, and he has been responsible for the electrical system design for many projects from inception to completion including construction administration and commissioning of medium voltage power distribution systems, substations, lighting and power, fire alarm, and security systems.

Hossein is organized and proactive, ensuring that projects are always moving forward. He is able to multitask and manage several projects at varying levels of development, and has the intuitive problem solving skills to identify project issues and bring them to resolution quickly and effectively. Hossein has the interpersonal and communication skills to keep the client and design community apprised of a project's status, and he is able to work in a complex technical environment, understanding and interpreting the impact of changes. His wealth of experience and breadth of expertise make him a true asset to any City.

#### **PROFESSIONAL EXPERIENCE**

#### Senior Mechanical, Electrical and Plumbing Plan Review Engineer / Interwest Consulting Group / 2015 - Present

Plan reviewing for Mechanical, Electrical, Plumbing, and Energy Engineering for some of the state of California cities such as Long Beach, Pomona, Tustin, Corona, Rossville, Lake Forest, Monterey Park, Irvine, Fresno, county of Napa, and city of Sanger. Projects include midrise Residential and Hotels with subterrain parking garages, manufacturing facilities, wineries, industrial facilities including hazardous areas, shopping centers, private medical facilities, private schools, Port of Long Beach Pier and Terminal facilities including medium voltage distribution system, pump station projects and administration buildings, midrise office buildings, oil and gas facilities, regular shell and TI for various facilities, restaurant and fast food entities, retails and grocery stores.

# Lead Senior Electrical Peer Review Engineer / FTRNV. International | SBG Jeddah / 2013 - 2015

In this position, Hossein was in charge of reviewing and commenting on documents and specifications prepared by design consultants, as well as final construction documents and shop drawings prepared by contractors. He provided technical comments for implementation within the package before submitting them for construction. He was additionally responsible for the review and verification of electrical loads of manufacturer material submittals for HVAC and plumbing systems; review of medium and low voltage distribution systems single line diagrams for normal and emergency networks; review and verification of medium voltage switching stations, substations, and transformer rooms for physical layout and code compliance; review of project cable tray systems for low and medium voltage distributions; review of overall lighting and power distribution systems; prepared technical report for project surge protection device and lighting requirements to implement; prepared method statement for construction procedures and sequence of events for medium voltage switchgears and transformers for site construction crew to follow; preparation of systems voltage drop, short circuit and coordination system with Schneider Eco dial and ETAP software; review of overall system for constructability and provided with required refinements; periodic construction site visits for genera; QAQC and coordination.



A SAFEbuilt' COMPANY

#### YEARS OF EXPERIENCE: 40+ YEARS WITH INTERWEST: 8 EDUCATION:

- MS, Engineering Science and Management, California Polytechnic State University Pomona, 1981
- BS, Electrical Engineering, Tehran Poly Technique/ Amir Kabir University, 1971

# REGISTRATIONS / CERTIFICATIONS:

- CA Registered Mechanical Engineer | 27117
- CA Registered Electrical Engineer | 11588

#### Principal and Director of Operations / Procedure Engineers, Inc. / 1987 - 2013

He was responsible for the preparation of proposals for MEP engineering fee per architectural design development package and required scope of work; preparation of contract and negotiation with client; attending kick-off meeting with client and project team to refine scope of work and overall project time line; review required electrical system design and set up procedure and general guide line for assigned engineer to follow; review and plan check of prepared electrical drawings for code compliance, project requirements and specification; quality control and quality assurance of all MEP drawings or general conformity and coordination with all disciplines; attending progress meetings with client and other project team for coordination and scheduling; supervising of preparation of final project construction documents and bid package and helping client during bid; periodic site meeting for conformity of construction with contract documents; preparation of in-house procedure and guide lines for QC and QA; general over view of company personnel requirements including hiring and lay-offs; projects cost control and monitoring based on man-hour used on a bi-weekly basis; project scheduling, project management and day-to-day operation of team of engineers and designers; preparation computer software for basic electrical calculations.

#### Electrical Department Manager / Malcom Lewis Associates / 1984 - 1987

In this position, he was responsible for providing man-hour estimates for electrical system design for all potential projects; attending project start-up meeting; preparation of design guide and general design development sketches for electrical designer to proceed with design; day to day supervising of electrical design team and coordinating design progress with other disciplines; attending client progress meeting and coordination with other design team; plan check electrical design package for code conformity and against other disciplines drawings for electrical requirements; prepare and update department design guide lines and procedures; review design drawings and construction documents for construction codes compliance and governmental regulations; project scheduling and project management.

#### Electrical Engineer and Department Deputy / Elliot Group / 1981 - 1987

For this architectural and engineering company, Hossein was in charge of the preparation of preliminary, conceptual, design development and working drawings for mostly commercial and industrial buildings. He also reviewed and commented on electrical designer's drawings for code conformity and scope of work. He was the electrical project manager for governmental projects and performed site investigation for existing electrical system for new renovations. He met with clients to discuss project progress in different design stages for their review comments and preparation of required answers. He also assisted the Department Manager with day to day issues and providing with required solutions, and trained electrical designers with new code requirements and electrical calculations.

#### Technical Director and Construction Site Liaison / Modern Osloob / 1973 – 1979

While he was with this construction company, he was responsible for the review of MEP construction documents for major equipment for project construction cost estimates; the preparation of bid submittal for presenting to board of directors for approval and submit to government agencies; attending Bid opening meetings and processes; attending to contract award ceremony for getting to know all construction team players and client representative; the preparation of equipment and material submittals and submit to consultant for approval; ordering approved equipment with opening letter of credit with manufacturers which were mostly Europe and USA; the approval of requested purchase order from construction site per drawings and spec and material tracking; attending weekly construction progress meeting with all team players and client; construction site visit and verification of work in progress per design drawings and spec; preparation of monthly pay request per work done and review with client representative for approval; the preparation of required RFI's and process through proper channels and follow up for final direction; the preparation of punch list for closing of the project and check for required corrections; finalizing of the project and hand over to user groups of client.

# Mark Seven

#### **MEP PROJECT MANAGER / COORDINATOR**

Mark has over 17 years of experience in buildings (commercial and residential), malls, health care, and airports with extensive experience with Electrical, Mechanical, And Plumbing (MEP). He has broad experience in strategic planning, entire project management cycle, defining project constraints, risk assessment, and performance measures. In addition, Mark has an in-depth understanding of project budget management, costs verification techniques, MEP work progress, and developing technical Request For Information (RFI). He managed complex and multi-million dollar construction projects for domestic and international firms.

#### **PROFESSIONAL EXPERIENCE**

#### MEP Project Manager / Arco Interiors / 2017 - 2021

- Management of all MEP project team members (project engineers, superintendents, and field office coordinator).
- Developed and maintained relationships with consultants, subcontractors, suppliers, and inspectors.
- Established a positive working relationship with owner's representatives and clients to ensure alignment with their goals and expectations from initiation to completion of the project.

#### MEP Project Manager / Kele / 2014 - 2017

- Managed / coordinated all activities related to MEP work in the site.
- Oversaw daily activities of MEP engineers, MEP Superintendents, and subcontractors.
- Followed up with Client, Consultant and client representatives for any site instructions.

#### MEP Project Coordinator / BESIX / 2010 - 2014

- Oversaw the overall MEP performance and quality control on the work site which included monitoring the scope of work: Mechanical, Plumbing, Medical, Air, Vac, Gas, Ductwork, Building Controls, Electrical, Fire Alarm, Security, Site Utilities, and Fire Protection.
- Managed and led MEP subcontractors and ensured that project specifications and ADDC regulations were followed from contract award through close out.
- Reviewed drawings and ensured compliance and completeness.

#### Electrical Site Engineer / Al Shafar United / 2006 - 2010

- Managed the implementation and monitoring of on-site electrical work.
- Estimated, prepared, and assigned project resources such as staffing, materials, consumables, equipment, tools, etc. required for electrical work before execution.
- Planed and analyzed possible construction methodologies and recommended top options to the Project Manager for approval before execution.

#### Electrical Engineer / Ministry of Housing As In New Urban Comunities' Authority / 2005 - 2006

- Electrical client engineer for medical center in New Sohag city.
- Electrical client engineer for playground in New Sohag city.
- Electrical client engineer for nursery in New Sohag city.



A SAFEbuilt COMPANY

#### YEARS OF EXPERIENCE: 17+

#### **EDUCATION:**

 Bachelor Degree in Electrical Engineering, Aswan University, Egypt

#### CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "B'

# Mark Hankinson, ICC

#### PLANS EXAMINER

Mark spent 15 years as a Senior Plans Examiner for Pima County, reviewing commercial and residential plans, and ensuring building plan review work is in compliance with State and local building regulations. Mark worked with building inspectors to resolve field-related code issues, provided customer support for zoning and building questions, performed structural calculations for beam loads on residential projects, and reviewed structural calculations submitted.

Mark also had 19 years of experience as an Architect, working on many building types: hospitals, warehouses, banks, tenant improvements, hotels, churches, and residential. He is an effective team member and leader, supervising office staff or supervising individual teams, and has the proven ability to communicate effectively with all other internal and external disciplines.

#### **PROFESSIONAL EXPERIENCE**

#### Plans Examiner / Interwest Consulting Group / 2017 – Present

Mark provides building plan review services to the cities of El Monte, Rosemead, and Maywood for residential and commercial projects to ensure compliance with all applicable building codes.

#### Senior Plans Examiner / Pima County, AZ / 2001 – 2017

Mark reviewed plans primarily for zoning and building, plumbing, electrical and mechanical requirements on a five-day review schedule. He also reviewed and issued permits for assisted living homes and group homes, Wastewater Sewer Connections permits, and Building and Zoning permits, in addition to reviewing solar permits. He is familiar with online submittals using Project Doxs and the County's Adobe system to review all permit submittals that have plans.

#### Architect / Various / 1982 – 2001

Mark worked at various-sized architectural firms with up to 200 employees. He learned a great deal of knowledge about architectural plans and the process of reviewing plans. Mark ensured plans were complete and complied with the building codes and requirements of various states and jurisdictions.



A SAFEbuilt' COMPANY

#### YEARS OF EXPERIENCE: 37 YEARS WITH INTERWEST: 3

#### **EDUCATION:**

- Southwest Leadership Program in Management and Organizations, Eller College of Management, University of Arizona
- BS in Architecture, University of Minnesota
- BS of Environmental Design, University of Minnesota

#### LICENSES/CERTIFICATIONS:

- International Code Council | 5111273
- ICC Accessibility Inspector/ Plans Examiner
- ICC/AACE Property Maintenance & Housing Inspector
- ICC Residential Building Inspector
- ICC Commercial Building Inspector
- ICC Building Plans Examiner
- ICC Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Plumbing Inspector
- ICC Commercial Plumbing Inspector
- ICC Plumbing Inspector

#### Ho Jun Kong, P.E., CASp, ICC STRUCTURAL ENGINEERING ASSOCIATE

Ho Jun is a structural engineering associate who is knowledgeable in architectural, fire / life / safety, accessibility, structural analysis and design codes. He is ICC certified, well-educated, and experienced in many projects pertaining to his career field.

#### **PROFESSIONAL EXPERIENCE**

# Structural Engineering Associate / Structural Engineering Assistant / City of San Diego / 2013 - Present

- Review building plans for compliance with building code regulations, ordinances and the Municipal Code for compliance with architectural, fire / life / safety, accessibility, and for structural design provisions.
- Review the building plans of buildings and structures (e.g., apartment buildings, commercial buildings, single-family dwellings, duplexes, interior modifications of buildings, and minor structures) with basic to moderate degree of complexities.
- Provide technical information on the application of regulations to professional architects, engineers, contractors and to other non-professional applicants.

#### Senior Plans Examiner (Part Time) / Bureau Veritas / 2021 - 2022

• Review plans and specifications for commercial, industrial, and residential projects to ensure compliance with city, state, and federal laws and regulations.

# Structural Project Engineer / Lee & Lee Structural Engineering Inc. / 2007 - 2013

• Attained proficiency of structural analysis and design by participating in over 70 design projects of various types of structures.

#### PROJECTS

#### **Commercial and Schools**

- 1099 Grand Office in LA- Developed structural modeling and performed seismic analysis and design using ETABS & SAFE, ASCE/SEI 7-05, LABC 2011 & ACI 318-05 (20-story building, total floor area: 175,000 sq.ft.).
- Emhurst Hotel in LA- Developed structural modeling for Preliminary seismic analysis and foundation design using ETABS & SAFE, ASCE/SEI 7-05, LABC 2008 & ACI 318-05 (20-story building with six story parking lot, total floor area: 158,000 sq.ft.).
- La Crescenta Plaza in La Crescenta- Performed lateral analysis and design, Shoring Design, ASCE/SEI 7-05, CBC 2010 & ACI 318-05 (two story commercial with two story subterranean garage, total floor area: 22,800 sq.ft.).
- Avalon Charter School in LA- Performed Seismic analysis, design and retrofit for 3 story floor remodeling, ASCE/SEI 7-05, CBC 2010 & ACI 318-05 (three story school, total floor area: 20,000 sq.ft.).
- Western Plaza in Los Angeles- Performed lateral analysis and design, ASCE/SEI 7-05, CBC 2007 & ACI 318-05 (two story commercial with one story subterranean garage, total floor area: 13,900 sq.ft.).
- Ocean Breeze Plaza in Huntington Beach- Performed lateral analysis and design, ASCE/SEI 7-05, CBC 2007 & ACI 318-05 (two story commercial, total floor area: 13,900 sq.ft.)

#### **Apartments and Condos**

 Brynhurst Apt. in LA- Performed lateral analysis and design using RISA, ASCE/ SEI 7-05 & LABC 2011 (three story apt. with one story parking lot, total floor area: 23,500 sq.ft.).



#### YEARS OF EXPERIENCE: 16

#### **EDUCATION:**

- Master's Degree in Civil and Environmental Engineering (Structural Engineering), University of Illinois at Urbana-Champaign
- Bachelor's Degree in Architectural Engineering, Sungkyunkwan University

#### LICENSES / CERTIFICATIONS:

- Certified Access Specialist (CASp-863)
- Building Plans Examiner Certificate by International Code Council (#8255163)
- Registered Civil Professional Engineering License (P.E.) by California State (C79527)
- Registered Fundamentals of Engineering License (E.I.T.) by California State (EIT130553)



- Sunset Condo in LA- Developed modeling to Dynamic analysis and seismic design using ETABS, ASCE/SEI 7-05 & LABC 2011 (seven story condo with two story subterranean garages, total floor area: 56,680 sq.ft.).
- Havard Senior Apt. in LA- Performed lateral analysis and design, ASCE/SEI 7-05 & LABC 2011 (four story apt. with two story subterranean garage, total floor area: 60,000 sq.ft.).
   Montana 6unit Apt. in Santa Monica- Performed lateral analysis and design, Shoring design, ASCE/SEI 7-05, CBC 2010 & ACI 318-05 (two story apt. with one story subterranean garage, total floor area: 11,500 sq.ft.)
- Garvey Villas in LA- Performed Lateral analysis and design, ASCE/SEI 7-05 & LABC 2011 (four story villas with two story parking lot, total floor area: 51,600 sq.ft.).
- 19th Street Apt. in Santa Monica- Performed Lateral analysis and design, ASCE/SEI 7-05, CBC 2007 & ACI 318-05 (two story condo with one story subterranean garage, total area: 14,100 sq.ft.).

#### Residential

- Arman Residence in Bel Air- Performed Lateral analysis and design, ASCE/SEI 7-05 & CBC 2010 (two story house with one story subterranean garage, total floor area: 14,200 sq.ft.).
- Sunset Hillside Residence in Beverly Hills- Performed Lateral analysis and design, ASCE/SEI 7-05 & CBC 2010 (three story hillside house, total floor area: 12,100 sq.ft.).
- Khorram Residence in Santa Monica- Performed Lateral analysis and design, ASCE/SEI 7-05 & CBC 2010 (two story house, total floor area: 9,500 sq.ft.).

#### **Infrastructure Project**

- Pedestrian Bridges Design at Lakewood Golf Club- Bridge design to replace existing rusty bridge to new bridge, developed structural modeling and performed seismic analysis and design using RISA 3D & 2D, ASCE/SEI 7-05 & CBC 2010.
- Concrete Retaining Wall and Pile Design for Somera Hillside Residence- Seismic analysis and design using RISA, LABC by Hillside design provision.
- Shoring Design for two story subterranean garages using RISA.

#### Martha Diaz, PE **Plans Examiner**

Martha Diaz is a bilingual plans examiner who also has extensive engineering experience. She is fluent in MS Word, Excel, PowerPoint, and BlueBeam Revu.

#### **PROFESSIONAL HISTORY**

#### Plans Examiner / Interwest Consulting Group / 2022- Present

Martha performs a full range of residential and commercial (IRC and IBC governed) Plan Reviews. She identifies and addresses areas of plan non-compliance and suggests/recommends procedures and processes to improve operations. Martha is available, responsive, knowledgeable, and cordial to customer and client requests for information and answers code related questions from builders and the general public.

#### Engineer | City Of Santa Clarita, Building & Safety Division | 2017-2021

Martha reviews structural and architectural plans, calculations, and soils reports for building code compliance for projects ranging from single-family dwellings to commercial tenant improvements. She assists home-owners, contractors, architects, designers, and engineers in completing their construction

projects and provides code updates for local building amendments. Martha collaborates with the planning division and helps develop plan review comments for accessory dwelling units.

#### Forensic Engineer I | Donan Engineering, Inc. | 2015-2016

Martha performs forensic investigations on buildings and structures to determine cause of failure and/or damage. She interviews home-owners as part of the investigation process and discusses projects and reports with clients, engineers, and home-owners. She uses the scientific method and serves as the engineer of record on reports submitted to clients.

#### Structural Engineering Associate II – Green Building Division | City of Los Angeles, Department of Building & Safety | 2011-2015

Martha reviews architectural plans, commissioning documents, landscape plans and calculations, and testing data for Los Angeles Green Building Code compliance. She also assists in creating documents required for plan review to meet state requirements.

#### Structural Engineering Associate II – Structural Plan Check Division | City of Los Angeles, Department of Building & Safety | 2007-2011

Martha reviews structural and architectural plans, calculations, and soil reports for building and zoning code compliance for jobs ranging from single-family dwellings to commercial tenant improvements. She refers customers to different agencies to obtain applicable sign-offs, and she issues building permits upon code compliance.



A SAFEbuilt COMPANY

#### Years of Experience: 15 Years w/ Interwest: 1

#### **Education**

 BS, Civil Engineering, CSU-Long Beach, California

#### **Registrations/Certifications**

- Registered Civil Engineer, CA # 081154
- International Code Council 8723293
- ICC Certified Residential Plans Examiner

#### CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "B"

# Ali Sadre, ICC, SE, CASp

#### SENIOR LEAD STRUCTURAL ENGINEER

Ali reviews projects for compliance with the IBC and CBC, Title 24 for life-safety and structural design. The projects have included high-rise, multi-residential, commercial, schools, hospitals, hotels, casinos, sports arenas, essential facilities, hazardous occupancies, UC, or CSU projects, Port District, Federal, State, DOD, Navy & Department of Correction projects, tunnels, bridges & lifeline structures. This review demands thorough familiarity with structural and seismic provisions of the CBC, SEAOC Blue Book, State Historic & Existing Building Codes, ASCE-41, Tall Building Initiative and other design guidelines and standards for new buildings, as well as seismic strengthening of existing buildings.

#### **PROFESSIONAL EXPERIENCE**

#### Interwest / Senior Lead Structural Engineer / 1986-Present

#### Government Consultant | Contractor

Ali served over 165 municipalities and state agencies in the United States.

#### **PROFESSIONAL AFFILIATIONS**

- Elected as a fellow of the Structural Engineers Association of California (SEAOC) in 2017
- Seismic Safety Commissioner, 2007-2011
- President of SEAOSD, 2010-2011
- SEAOC Board of Directors Member, 2010-2012
- City of San Diego Board of Appeals Chairman, 2008 2014
- OSHPD Seismic Safety Board Member, 2008-2012
- Strong Motion Instrumentation Program Member, 2007-2011
- Seismology Committee of SEAOC '96-'97, Chairman
- Seismology Committee of SEAOSD '94-'95, Chairman
- Steel Sub-committee of SEAOSD '92-'94, Chairman
- Current, or former Member ASCE, EERI and SEAOC

#### ACCOMPLISHMENTS

- Authored Commentary in the 1998 SEAOC Blue Book on the Seismic Zone Coefficient and Near Source Factors due for publication in late 1998.
- Authored Commentary to the 1996 SEAOC Blue Book Provisions on EBF, SCBF and High Strength Reinforcing Steel in Concrete for High Seismic Zones.
- Authored a periodical called" Seismic Reconnaissance" circulated by SEAOSD 1994 - 1996
- Co-authored SAC Advisory # 3 published in 1995.



A SAFEbuilt COMPANY

#### YEARS OF EXPERIENCE: 35+ YEARS WITH INTERWEST: 35

#### **EDUCATION:**

 BS, CE, MSCE, Georgia Institute of Technology, Atlanta, GA, 1980

#### LICENSES / CERTIFICATIONS:

- ICC Plans Examiner
- ICC Building Inspector
- ICC Combination Inspector
- Licensed Civil Engineer in AZ, 68573
- President of the Structural Engineers Association of CA (SEAOC) in 2020-2021
- State Certified Access
   Specialist (CASp-861)
- CA Structural Engineer, S3715
- CA Civil Engineer, C42877
- ME Civil Engineer, 15622
- WA Civil Engineer, 56625
- WA DC Structural Engineer, S9020118
- WA DC Civil Engineer, S920878

## Ali Hijazi ELECTRICAL PLANS EXAMINER

Ali is bilingual in English and Arabic. He was part of the senior design team in the Micro Mouse (IEEE) project and worked on the IR sensors and navigation-programming of the autonomous robot.

#### **PROFESSIONAL EXPERIENCE**

#### Electrical Engineer / Interwest / 2020 - Present

- Provide electrical plan review as an engineering consultant by applying the California Building Standards Code.
- Plan reviews include residential and commercial structures for new construction and tenant improvements.

#### Retail Seller / Global Games / 2017 - 2020

Purchased video game consoles from retail and wholesale sellers for resale.

#### Systems Engineer in Training / DTE Energy / 2016 - 2017

- Learned about nuclear generation and the various electrical systems associated with it.
- Was part of the Integrated Processing Computer System (IPCS): a software that runs on the main computer in the control room and acts as an interface to the operators in the whole plant.
- IPCS consists of all the sensors (pressure, flow, temp, distance,etc.) throughout the plant that connects to the data acquisition devices which connect to the main computer.



A SAFEbuilt COMPANY

#### YEARS OF EXPERIENCE: 7 YEARS WITH INTERWEST: 3

#### **EDUCATION:**

- Bachelor of Science in Electrical Engineering, California State University, Los Angeles
- Associate of Science in Physics, Cerritos College

# Karla Luther, ICC

#### **PLANS REVIEWER**

Karla completes residential and commercial reviews for several jurisdictions and multiple disciplines.

#### **PROFESSIONAL EXPERIENCE**

#### Plans Reviewer / Interwest / 2022 - Present

- Work with building inspectors to resolve field-related code issues and coordinate activities with other City departments as directed.
- Responsible for preparing written correction letters and maintaining and updating records and database information.
- Recommend necessary changes to design documents as required to obtain compliance with applicable codes and regulations.

#### Senior Plan Checker / City of Victorville / 2006 - 2021

- Provided plan review of :residential projects of all types, including tracts.
- Completed commercial projects, including tenant improvements, tilt-ups, and hotels.
- Worked closely with the planning division for review of site and façade City planning requirements for both residential tracts and new commercial building.

#### Plans Examiner / City of San Bernardino / 2001 - 2006

- Produced plan reviews of residential additions and commercial tenant improvements.
- Worked the permit counter.

#### SKILLS

- Customer service oriented.
- Knowledge of multiple building code disciplines.
- Attention to detail.
- Ability to minimize construction complications.





A SAFEbuilt COMPANY

#### YEARS OF EXPERIENCE: 22 YEARS WITH INTERWEST: 1

#### **EDUCATION:**

- Doctor of Theology, PCIE
- Associates of Applied Science, West Virginia State College

#### LICENSES / CERTIFICATIONS:

- International Code Council, 5102152
- Fire Plans Examiner
- Building Plans Examiner

#### CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "B"

### Steve Kim, P.E., CASp SENIOR PLAN CHECK ENGINEER

Steve is a Senior Plan Check Engineer with over a decade of experience in his career field. He holds many licenses and certificates, as well as education, making him well-versed and experienced in his career path.

#### **PROFESSIONAL EXPERIENCE**

#### Senior Plan Check Engineer / Interwest Consulting Group / 2023 - Present

- Reviews commercial and residential structures for compliance to the California Code of Regulations, Title 24.
- Provides review for ASMEP, CalGreen and the California Energy Code.

## Senior Plan Check Engineer / City of Riverside Building and Safety / 2020 - 2023

- Review commercial and residential structures for compliance to the California Code of Regulations, Title 24.
- Provide review for ASMEP, CalGreen and the California Energy Code.

# Safety Plans Examiner III / County of Riverside Building and Safety / 2019 - 2020

- Provided guidance to younger engineers.
- Assisted other engineers when complications develop.

#### Structural Engineer / KPFF Consulting Engineers / 2017 - 2019

- Provided structural analysis and designed commercial and institutional buildings.
- Tasked as primary design engineer and project manager under direct supervision of the principal. These projects included: Yorba Linda Library and Arts Center, Roosevelt Elementary School and major tenant improvements at the Century Plaza Tower.

#### Project Manager / Gouvis Engineering Consulting Group, Inc. / 2015 - 2017

- Provided structural analysis and design of high density apartments, mixed-use, commercial and tract home developments.
- Interfaced with architects and engineers of varying disciplines to prepare construction documents and provide continued technical support through the permitting and construction process.

#### Engineering Technician II / Orange County Public Works, Development Services / 2015

• Administered preliminary review of plans, engineering and permit documents at the public counter to qualify submittals for plan check.

#### Project Manager / Full Stack Developer / Toda World, Inc. / 2012 - 2015

- Worked as primary web server system administrator.
- Web application development of customer reward mobile application.
- Web application development of back-end dashboard, and custom integration of micro-services for development of QR coupon generator, email and SMS marketing, gift card and order processing, and more.



A SAFEbuilt COMPANY

#### YEARS OF EXPERIENCE: 11 YEARS W/ INTERWEST: >1 EDUCATION:

#### Masters of Science Degree in Civil Engineering (Structural Emphasis), University of Southern California

 Bachelor of Science Degree in Civil Engineering, California State Polytechnic University, Pomona

#### LICENSES / CERTIFICATIONS:

- Professional Engineer, P.E.
   State of California, License No. C88484
- Certified Access Specialist (CASp) Certificate No. CASp-982
- Building Plans Examiner, B3 Certificate No. 8887591



### Alma Munguia

#### **PERMIT TECHNICIAN**

Alma has a strong work ethic and computer skills. She provides exceptional customer service to all clients and colleagues and is fluent in English and Spanish and is currently learning French. She is detail-oriented and has strong organizational skills.

#### **PROFESSIONAL EXPERIENCE**

### Permit Technician Administrative Assistant / Interwest Consulting Group / 2019 - Present

Alma performs review of permit applications, documents and plan submittals to assure accuracy and compliance with local state and federal codes. She logs, routes, records and files various plans and permits.

#### Receptionist and Stylist / Trimmerz / 2017 - 2019

Alma was a keyholder in charge of opening and closing the store, which entailed running the cash register, bookkeeping, and weekly payroll. She professionally answered clients' questions and concerns in person and via phone.

#### VIP Lounge Agent / Escape Lounges / 2019 - 2020

Alma provided customer services skills by creating a premier VIP experience. Some of her duties included checking guests in, providing information and successful meeting clients' expectations.



A SAFEbuilt COMPANY

#### YEARS OF EXPERIENCE: 4 YEARS WITH INTERWEST: 4

#### CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "B"

### Rande Ferguson

#### **IN-HOUSE FIRE PLAN REVIEWER**

Rande is a well-rounded individual skilled in fire prevention, building inspections, public safety, and fire management.

#### **PROFESSIONAL EXPERIENCE**

### In-House Fire Plan Reviewer / Broadspec / Interwest Consulting Group / 2023 – Present

- Perform fire safety inspections and plan reviews of residential, commercial, industrial properties and places of assembly to determine compliance with fire prevention codes and ordinances.
- Write citations and / or stop work in progress depending on the nature of the infraction, document actions, and testify in court, if necessary.
- Perform fire and safety clearance inspections for new business licenses.

### (Retired) Firefighter / Deputy Fire Marshal / Palm Springs Fire Department / 1990 – 2022

- Performed fire fighting and emergency medical response activities to protect life and property.
- Responded to a variety of fire and emergency and non-emergency calls for service.
- Performed station and equipment maintenance.

### Fire Technology Adjunct Instructor / Riverside Community College District / 1999 – 2005

Taught fire prevention, public safety and organization dynamics.

#### Firefighter / McDonnell Douglas Aerospace / Tactical Aircraft / Missile Systems Company / 1989 – 1990

Sergeant of Marines (Firefighter) / United States Marine Corps / 1985 – 1989



A SAFEbuilt COMPANY

#### YEARS OF EXPERIENCE: 38 YEARS WITH INTERWEST: 1

#### LICENSES / CERTIFICATIONS:

- Fire Inspector I
- Fire Inspector II
- Fire Plans Examiner
- Fire Prevention Officer

#### CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "B"

# Mike Petarra, ICC

Mike has 17 years as an ICC certified building and fire inspector who is managementoriented and experienced in construction, healthcare, and inspection.

#### **PROFESSIONAL EXPERIENCE**

## Senior Building and Fire Inspector / Interwest Consulting Group / 2022 - Present

- Inspects fire sprinkler installation and inspections, special event permit inspections, plan review, and conduct annually required state-mandated inspections on educational facilities, healthcare facilities, hospitals, and apartment complexes.
- Provides building inspection on new residential construction, as well as local miscellaneous building inspections throughout the community, including but not limited to patio cover construction, solar inspections, swimming pool construction, block wall construction, and business T.I.'s and build-outs.

# Fire Inspector / Fire Plans Examiner / Building Inspector / 4leaf Inc. / 2019 - 2022

- Conduct "certificate of occupancy" inspections, business annual operational fire inspections, verifying compliance with applicable fire codes and standards, and inspecting underground fire line installations.
- Also inspect fire sprinkler installation and inspections, special event permit inspections, plan review, and conduct annually required state-mandated inspections on educational facilities, healthcare facilities, hospitals, and apartment complexes.
- Responsible for building inspection on new residential construction, as well as local miscellaneous building inspections throughout the community, including but not limited to patio cover construction, solar inspections, swimming pool construction, block wall construction and business T.I.'s and build-outs.

## Building Maintenance Specialist / Methodist Hospital of Southern California / 2008 - 2019

- Supervised, maintained, inspected and tested Fire Life Safety systems including but not limited to; inspection and repair of fire rated partitions and fire smoke rated barriers and compartments, fire smoke doors, fire sprinkler system and fire alarm system.
- Was responsible for the compliance of The Joint Commission and CMS Fire / Life safety requirements for hospital accreditation status.
- Was responsible for the direct supervision of third-party contractors working on fire protection systems.

#### Superintendent / South Fork Enterprises / 2006 - 2008

- Coordinated and managed all construction site activities, specializing in hospital construction.
- Managed all sub-contractors regarding contract obligations.
- Supervised personnel while maintaining applicable OSHA standards for all trades.



A SAFEbuilt COMPANY

#### **YEARS OF EXPERIENCE: 17**

#### **EDUCATION:**

 High school Diploma, Damien High School

#### LICENSES / CERTIFICATIONS:

- NFPA Certified Life Safety Specialist – Health Care Facility Manager
- Master Certificate Business Management
- ICC Fire Inspector I & II
- ICC Fire Plans Examiner
- ICC Commercial Building Inspector



### Matt Simonetti, PE

#### **CA REGISTERED PROFESSIONAL CIVIL ENGINEER**

Matt has more than 23 years of civil engineering experience. He currently provides engineering plan review services to our clients throughout Southern California. Matt has managed entitlements and final plan and map reviews for various land development projects for several cities, including most recently the City of Moreno Valley. Matt possesses excellent communication skills, always providing a high level of customer service in a professional manner. He has experience with both municipal and private clients. Matt is a strategic thinker and an innovative problem-solver, making him a strong asset to all projects.

#### **PROFESSIONAL HISTORY**

### CA Registered Professional Civil Engineer / Interwest Consulting Group / 2021 - Present

Matt currently serves as a CA Registered Professional Civil Engineer with Interwest Consulting Group and provides engineering services to our clients in California.

#### Interim Senior Civil Engineer / City of Moreno Valley / 2021 – 2021

Matt served as Interim Senior Civil Engineer for the City of Moreno Valley. Matt managed entitlements and final plan and map reviews for various land development projects for the City.

#### Senior Civil Engineer / City of Yorba Linda / 2013 – 2021

Matt served as Land Development and NPDES Division Manager for the City of Yorba Linda. He managed all entitlements and final plan/map reviews for various land development projects. Matt also served as the Engineering representative at Planning Commission public hearings. He was responsible for preparing budgets, policies, and procedures.

#### Associate Civil Engineer / City of Menifee / 2009 – 2012

Matt managed entitlements and final plan/map reviews for land development projects for the City of Menifee. He reviewed site plans and tentative subdivision maps for regulatory compliance. Matt also provided Project management, final plan/map reviews, encroachment permits, compliance investigations, and capital improvement projects. Matt was responsible for managing consultants, project construction, and inspections.

#### Project Manager / Hall & Foreman, Inc. / 2005 – 2009

Matt was responsible for Project Management of Team, Clients, Budgets, Schedule, and PS&E packages. He worked on both Land Development Residential and Commercial Projects. Matt's responsibilities included Rough/Precise Grading, Street, Sewer, Water, Erosion and Sediment Control, Storm Drain, WQMP, SWPPP, Tentative Maps, Specifications, and Cost Estimates.

#### Design Engineer / RBF Consulting / 2001 – 2005

Matt worked on Street Improvement Projects with extensive roadway design including horizontal and vertical alignments, curb return profiles, typical and design cross sections, and construction details. He was responsible for providing cost estimates and quantities, along with utility coordination and mapping.



#### YEARS OF EXPERIENCE: 23+ YEARS WITH INTERWEST: 2

#### **EDUCATION:**

 BS, Civil Engineering, Henry Samueli School of Engineering

#### LICENSES / CERTIFICATIONS:

• CA Registered Professional Civial Engineer, 68340

#### CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "B"

### Jonathan C. Jones

#### PROJECT MANAGER // LANDSCAPE PLAN REVIEWER

Upon earning his master's degree in landscape architecture, Jonathan has gained over 30 years of experience where he has managed design review process of landscape and irrigation plans for a variety of land development park projects. His experience includes managing and planning the design, development and construction of numerous community parks. Jonathan has authored the Landscape Maintenance District Design Guidelines; Onsite Commercial Development Landscape Design Guidelines; and Water Efficient Landscape Ordinance (WELO) for the City of Corona in compliance with the State requirement. Furthermore, Jonathan has successfully managed all aspects of public park design and development.

#### **PROJECT EXPERIENCE**

- Managed the Master Planning, Design, Development, and Construction of the following parks in Corona, CA:
  - Santana Regional Park
  - Mountain Gate Community Park
  - Eagle Glen Community/Sports Park
  - Dos Lagos Park
- Successfully negotiated park land dedication (Quimby Act) for various residential developments during the entitlement and project conditioning phase.
- Developed standard conditions of approval and Standard Plans and Specifications for adoption by the City Council.
- Authored the City of Corona's Water Efficient Landscape Ordinance (WELO) in compliance with the State requirement in 2008
- Authored the City of Corona Landscape Maintenance District and Commercial Development Landscape Design Guidelines
- Managed design review process of landscape & irrigation plans

#### **PROFESSIONAL HISTORY**

#### Landscape Plan Reviewer / Interwest Consulting Group / 2020 - Present

Jonathan coordinates and reviews landscaping site plans and design to ensure compliance with City zoning ordinance, site regulations, design specifications and standards for various California municipalities.

#### Assistant Planner / City of Corona, CA / 2005 - 2008

Jonathan developed on-site landscape standards for commercial developments. He performed planning department landscape plan check and on-site landscape inspections. Jonathan presented planning cases to the Planning Commission for various municipal projects.

#### Park Development Manager / City of Corona, CA / 1988 - 2004

Jonathan managed all aspects of public park design and development including consultant contracting and management, park master plan development and community meetings, drawing plan check and approval, park construction inspection and development of landscape maintenance district design guidelines.

#### Adjunct Professor / California Baptist University / 2007 – Present

Jonathan teaches political science, leadership and management.



### YEARS OF EXPERIENCE: 30+ YEARS W/ INTERWEST: 3 EDUCATION

- MPA, Public Administration, California State University, San Bernardino, CA 1994
- MLA, Landscape Architecture, California Polytechnic University, Pomona, CA 1984
- Environmental Planning and Management, University of California, Davis, CA 1979

CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "B"

# Reference Letters

# **Appendix B**





Page 475 of 620





**DEPARTMENT OF PUBLIC WORKS** 4305 Santa Fe Avenue, Vernon, California 90058 Telephone (323) 583-8811

October 5, 2023

RE: Letter of Reference regarding Interwest Consulting Group (Interwest)

To Whom it may concern:

I have worked with the Building Department Services staff from Interwest since 2016. I have specifically worked with Dave Marcum during that time and have valued his support and feedback.

They have been professional and knowledgeable in the timely delivery of CASp/building inspection and plan review services we have received.

I would recommend Interwest to any jurisdiction that is looking for these types of services.

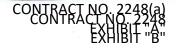
If you have any questions, I can be reached at <u>dwall@cityofvernon.org</u> or (323) 583-8811 ext 305.

Respectfully,

Wall

Daniel Wall Director Of Public Work

August 19, 2024 Regular CC Mtg





24264 El Toro Road Laguna Woods, CA 92637 Phone (949) 639-0500 TTY (949) 639-0535 Fax (949) 639-0591 www.cityoflagunawoods.org

October 5, 2023

#### RE: Letter of Reference regarding Interwest Consulting Group (Interwest)

To Whom It May Concern:

I have worked with building services staff from Interwest for over a year. I have specifically worked with Mr. William Hayes during that time and have valued his support and feedback.

The Interwest team has been professional and knowledgeable in the timely delivery of Building Official, Inspector, and Permit Technician services we have received.

I highly recommend their services to any jurisdiction. If you have any questions, I can be reached at (949) 639-0591 or via email at <u>rpennington@cityoflagunawoods.org</u>.

Sincerely,

Jelena M. 7

Rebecca M. Pennington Development Administrator







Building & Safety Division

11333 Valley Boulevard
 El Monte, CA 91731
 (626)580-2055

🔀 jmccloskey@elmonteca.gov

😯 elmonteca.gov

October 12, 2023

EL

RE: Letter of Reference regarding Interwest Consulting Group (Interwest)

To Whom It May Concern:

I am the Chief Building Official with the City of El Monte and have worked with the building services staff from Interwest for 2 ½ years. I have specifically worked with Mike Petarra for over a year and have valued his professional support and feedback.

Interwest has been professional and knowledgeable in the timely delivery of plan review, permit issuance, and inspection services.

On a scale of 1 to 5 (with 5 being the highest) I would rate the Interwest staff and services a 5.

If you have any questions, I can be reached at jmccloskey@elmonteca.gov or (626) 580-2013.

Sincerely,

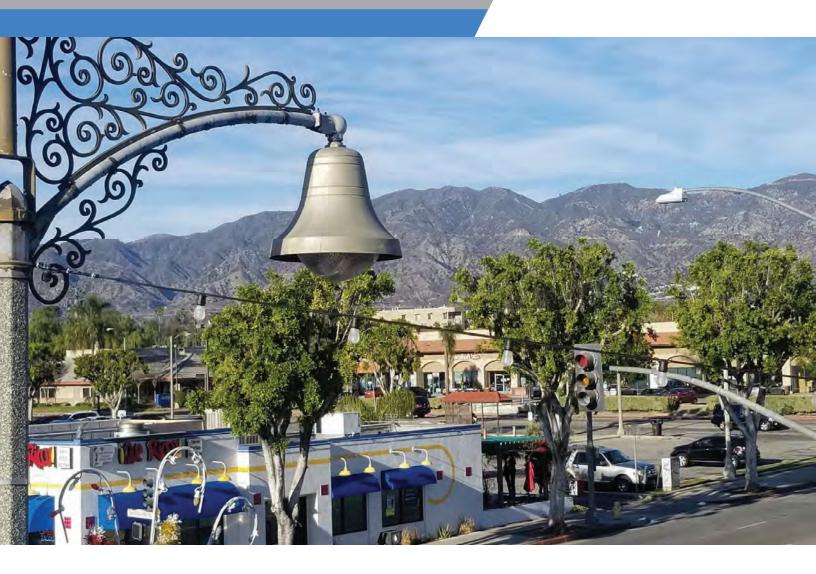
Sess McCloskey, CBO Chief Building Official Building & Safety Division | Community & Economic Development Department

The Friendly City of El Monte

CONTRACT NO. 2248(a) CONTRACT NO. 2248 EXHIBIT "C"

6

# Proposal Costs Sheets and Rates





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City of San Fernando, CA | Proposal for Professional On-Call Building and Safety Services

### 6 **Proposal Cost Sheets and Rates**

Interwest will coordinate transportation of plans between the City's office and our Ontario office at no additional charge to the City. Our staff will coordinate our plan review services with the City to ensure plan review services are performed in a seamless manner. For plan review services performed in our offices we propose the following fixed fees as a percentage of the City's plan review fees:

### **Fixed Fee Plan Review Fees**

TYPE OF PLAN REVIEW	<b>FIXED FEE</b>
Residential Building Plan Review	70%
Small Commercial Plan Review	68%
Large Commercial Plan Review	65%
Structural Only Plan Check	50%
Architectural / MEP Plan Review	45%

Please note that the fixed fees stated above include an initial plan review plus two re-checks, additional re-checks beyond the third review will be charged at on an hourly basis using the Schedule of Hourly Rates shown below with prior approval from the City. **Expedited plan reviews** will be provided at a rate of 150% of the fees shown above and will be completed in one half the timeframes proposed for non-expedited plan reviews. In addition to the fees noted above, we propose the following terms and conditions:

- For the review of deferred submittals such as truss calculations, stairs, etc., submitted after the projects has been approved, we propose to complete the reviews on an hourly basis utilizing the Schedule of Hourly Billing Rates below.
- For the review of revisions to previously approved drawings, we propose to complete the reviews on an hourly basis utilizing the Schedule of Hourly Billing Rates below

### **Billing Rates**

#### Effective January 1, 2023

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"), unless a mutually agreed upon rate increase is established. Such increase shall not exceed 5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

#### **CLASSIFICATION**

#### **HOURLY BILLING RATE**

#### **Building Safety Services**

Certified Building Official	\$160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	\$155
Supervising Structural Engineer	\$185
Senior Structural Engineer	\$175
Senior Plans Examiner	\$140

GE-5092001A8C87 City of San Fernando, CA | Proposal for Professional On-Call Building and Safety Services

CASp	\$125
Inspector III	\$110
Inspector II	\$100
Inspector I	\$90
Permit Technician	\$80
Fire Protection Engineer	\$155
Senior Fire Plans Examiner	\$130
Fire Plans Examiner / Fire Inspector	\$120
ICC Building Plans Examiner	\$120
Senior Code Enforcement Officer	\$135
Code Enforcement Officer	\$125
Trainee	\$75

#### Landscape Design Review Services

Project Manager	\$185
Senior Landscape Design Reviewer	\$165
Landscape Design Reviewer	
Landscape Maintenance Inspector	
Landscape Field Supervisor	\$130

CONTRACT NO. 2248(a) EXHIBIT "B"

# THE GITY OF FERNANDO

#### **CITY COUNCIL**

MAYOR CELESTE T. RODRIGUEZ

VICE MAYOR Mary Mendoza

COUNCILMEMBER JOEL FAJARDO

Councilmember Victoria Garcia

COUNCILMEMBER Mary Solorio

#### WORK ORDER IW2024.001/CONTRACT NO. 2248: BUILDING PLAN CHECK SERVICES & LANDSCAPE PLAN CHECK AND INSPECTION SERVICES

Elizabeth Alsky:

July 18, 2024

The City of San Fernando is issuing a work order for the specific service of building plan check services pursuant to Section 1.3 Prosecution of Services of Contract No. 2248 Professional Services Agreement for On-Call Comprehensive Building and Safety Services.

Building plan check plans shall be electronically submitted to Interwest by dropbox or by email to <u>IW-OntarioSubmittals@interwestgrp.com</u>. In the event hard copies are submitted for review, the City will contact Interwest to arrange pick up/delivery at no charge to the City. Building plan check services shall be charged at the following rates:

#### Fee Schedule:

For plan review services performed in our offices we propose the following fixed fees as a percentage of the City's plan review fees:

TYPE OF PLAN REVIEW	FIXED FEE
Residential Building Plan Review	65%
Small Commercial Plan Review	65%
Large Commercial Plan Review	65%
Structural Only Plan Check	65%
Architectural / MEP Plan Review	65%

Please note that the fixed fees stated above include an initial plan review plus two re-checks, additional re-checks beyond the third review will be charged at on an hourly basis using the Schedule of Hourly Rates shown in our agreement with prior approval from the City. Expedited plan reviews will be provided at a rate of 150% of the fees shown above and will be completed in one half the timeframes proposed for non-expedited plan reviews. In addition to the fees noted above, we propose the following terms and conditions:

- For the review of deferred submittals such as truss calculations, stairs, etc., submitted after the
  projects has been approved, we propose to complete the reviews on an hourly basis utilizing the
  Schedule of Hourly Billing Rates below.
- For the review of revisions to previously approved drawings, we propose to complete the reviews
  on an hourly basis utilizing the Hourly Billing Rates in our existing agreemnt.

The City will provide the receipt of the plan check fees received for the calculation of the fee for service of 65% of the total fee.

In addition, Interwest staff be available for meetings and phones calls related to the agreement or projects.

Sincerely,

<u>Eríka Ramírez</u> Director of Community Development City of San Fernando

#### COMMUNITY DEVELOPMENT DEPARTMENT

117 MACNEIL STREET SAN FERNANDO CALIFORNIA 91340

(818) 898-1227

WWW.SFCITY.ORG

August 19, 2024 Regular CC Mtg



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## AGENDA REPORT

То:	Mayor Celeste T. Rodriguez and Councilmembers
From:	Nick Kimball, City Manager By: Kanika Kith, Deputy City Manager/Economic Development
Date:	August 19, 2024
Subject:	Consideration to Approve Co-Sponsorship of The Center by Lendistry Programs and Events Relating to the Economic Recovery Corps Fellow and Use of the City Seal

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve Co-Sponsorship of The Center by Lendistry (TCbL) programs and events that would benefit and support the community;
- b. Approve the use of the City seal on Economic Recovery Corps (ERC) Fellow business card and print material and social media pursuant to City Council Ordinance No. 1724 (Attachment "A"); and
- c. Authorize the participation in, and use of the City seal, for TCbL programs and events, with City Manager approval.

#### BACKGROUND:

- 1. In June 2023, staff submitted an application to host an Economic Recovery Corps (ERC) Fellow provided by the International Economic Development Council (IEDC) through a cooperative agreement with the U.S. Department of Commerce's Economic Development Administration (EDA).
- 2. In July 2023, IEDC notified staff that 500 applications were received to host an ERC Fellow with only 65 fellows available. IEDC was interested in supporting the City and asked if the City would be interested exploring potential collaboration with other organizations to work with one fellow.
- 3. In August 2023, IEDC notified staff that the City was selected to proceed with the process in collaboration with the City of Pasadena, Center by Lendistry (TCbL), and Blue Sky Center in

ADMINISTRATION DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-1202 WWW.SFCITY.ORG

### **Consideration to Approve Co-Sponsorship of The Center by Lendistry Programs and Events Relating to the Economic Recovery Corps Fellow and Use of the City Seal** Page 2 of 4

Cuyama Valley, with TCbL leading the project: "Climate Financing for Low Income Communities."

- 4. In October and November 2023, in collaboration with City of Pasadena, TCbL, , and Blue Sky Center, staff interviewed three ERC fellows and provided IEDC the preference order for selecting the Fellow.
- 5. In December 2023, an ERC Fellow was provided to TCbL to work with the City of San Fernando, City of Pasadena, and Blue Sky Center to develop a Climate Financing for Low Income Communities Toolbox.
- 6. In February 2024, the IEDC introduced the first ERC Fellow cohort and launched a four-day training and networking event for the fellows before joining the host organizations. These host organizations include local governments, economic development organizations, Tribes, local nonprofits, community development financial institutions (CDFIs), and economic development districts.

#### ANALYSIS:

Authorized under the CARES Act, the Economic Recovery Corps (ERC) program was established to tackle economic challenges intensified by the COVID-19 pandemic, with a particular focus on underserved communities. The CARES Act provided vital financial assistance to individuals, businesses, healthcare providers, and governments. Designed to bolster capacity in some of the hardest-hit and most economically distressed areas across the U.S., the International Economic Development Council (IEDC) placed 65 Fellows with host organizations nationwide for 2.5 years. These Fellows will lead transformative projects to advance innovative approaches to economic development, aiming to build more resilient, inclusive, and equitable economies.

The ERC program, led by IEDC in partnership with six (6) national organizations—1) the Center on Rural Innovation (CORI), 2) International City/County Management Association (ICMA), 3) National Association of Counties Research Foundation (NACo RF), 4) National Association of Development Organizations Research Foundation (NADO RF), 5) National League of Cities Institute (NLCI), and 6) RAIN Catalysts—promotes knowledge-sharing and the transformation of economic development practices across urban, rural, and tribal areas.

The City has been selected as a co-host for the ERC program and advertised on the ERC webpage (<u>https://economicrecoverycorps.org/projects/</u>), with TCbL serving as the project lead, to spearhead the development of a Climate Financing Toolbox for Low-Income Communities. This initiative aims to develop capacity-building tools, workforce resources, and strategies to ensure equitable access to federal and state climate funding. The project's goal is to empower small businesses and community institutions to become climate-resilient and thrive in the face of environmental challenges.

### **Consideration to Approve Co-Sponsorship of The Center by Lendistry Programs and Events Relating to the Economic Recovery Corps Fellow and Use of the City Seal** Page 3 of 4

TCbL, who will serve as the project lead and host the ERC fellow, is a nonprofit organization committed to supporting and empowering entrepreneurs and small business owners, particularly those from underserved communities, provides resources, education, mentorship, technical assistance, and access to competitive financing. TCbL partners with Lendistry, a minority-led Community Development Financial Institution (CDFI) that offers loans and financial products tailored to underserved small business owners. Unlike large commercial institutions, minority-led CDFIs are operated by individuals from minority communities, with leadership reflecting the diversity of the communities they serve. Lendistry's mission centers on promoting economic development and financial inclusion in underserved areas, prioritizing microloans and small business support.

The project that will be delivered by the ERC fellow is a Climate Financing Toolbox that will be available to businesses and residents of San Fernando that are interested in making sustainable improvements to their property. This will involve conducting a comprehensive needs assessment in each community, creating tools, strategies, and resources to access federal and state climate funding, and assisting with the program's implementation.

Through the Business and Community Resource Center, the City's role in this partnership is to facilitate local engagement and forming partnerships with community-based organizations and small businesses within the City. The City will assist in developing the Climate Financing Toolbox, support its implementation, and ensure that the project promotes inclusivity and equitable access. Additionally, the City will contribute to monitoring and evaluating the project's impact to ensure it effectively promotes sustainable and economic growth.

The co-sponsorship involves the City co-branding with TCbL on programs and events that benefit and support the community. This includes the use of the City's logo on marketing materials prepared by TCbL and on the ERC Fellow's business card (sample included as Attachment "B"), and use of the City's website and social media outlets to promote these programs and events. The ERC Fellow's business card is part of the marketing material promoting the ERC Program and the use of City's logo is to showcase that the City is one of the organizations (co-host) supporting the ERC Program. This co-sponsorship provides the City with an opportunity to actively contribute to economic growth, foster collaboration, engage with the community, and enhance its reputation as a forward-thinking and inclusive municipality.

#### **BUDGET IMPACT:**

The City's sponsorship will include printing and distribution of program and event materials, providing in-kind use of social media for marketing, and featuring the programs and events on the City website. The costs related to printing and distributing these materials will be covered by the Advertisement account in the Economic Development Division's Adopted Fiscal Year 2024-2025 Budget.

### **Consideration to Approve Co-Sponsorship of The Center by Lendistry Programs and Events Relating to the Economic Recovery Corps Fellow and Use of the City Seal** Page 4 of 4

#### **CONCLUSION:**

Staff recommends the City Council approve Co-Sponsorship of The Center by Lendistry (TCbL) programs and events that would benefit and support the community; approve the use of the City seal on the ERC Fellow business card and print material and social media pursuant to City Council Ordinance No. 1724 (Attachment "A"); and authorize the participation in, and use of the City seal for TCbL programs and events, with City Manager approval.

#### ATTACHMENT:

- A. Ordinance No. 1724
- B. Economic Recovery Corps Fellow Business Card

#### ORDINANCE NO. 1724

#### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING ARTICLE 1 (GENERAL PROVISIONS) OF CHAPTER 1 (GENERAL PROVISIONS AND PENALTIES) OF THE SAN FERNANDO MUNICIPAL CODE TO ESTABLISH RESTRICTIONS AND PROTECTIONS AGAINST THE UNAUTHORIZED USE OF THE CITY SEAL AND OTHER CITY LOGOS AND INSIGNIAS

WHEREAS, the City of San Fernando has a City Seal and certain other logos and insignia that are not protected from unauthorized use by ordinance or copyright law; and

WHEREAS, California Government Code § 34501.5 and Elections Code § 18304 solely protect city seals by prohibiting the use of a city seal in campaign literature or mass mailing with the intent to deceive voters; and

WHEREAS, the unauthorized use, reproduction or facsimile of a city seal for any purpose may create a misleading, erroneous or false impression that the document, item, statement, event, and/or organization is authorized, supported, and/or sponsored by the City or a public official; and

**WHEREAS,** the City desires to protect its official seal from all unauthorized uses to prevent fraud, deception, misrepresentation, and/or abuse; and

WHEREAS, the City Council seeks to ensure that the City Seal, the City logo, and other City insignia are used only for purposes directly related to the official business of the City of San Fernando, or as expressly authorized.

# NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1.** The recitals above are true and correct and incorporated herein by reference.

**SECTION 2.** Section 1-14 (Custodian of city seal) set forth under Article I (General Provisions) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code is hereby repealed in its entirety. Section 1-14 shall hereafter appear as follows:

#### Sec. 1-14. Reserved

**SECTION 3.** Section 1-13 (Description of the city seal) of Article I (General Provisions) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code is repealed in its entirety and replaced and superseded by the following net title and text:

#### Sec. 1-13. Custody and Use of the City Seal and City Logos and Insignias

#### (a) <u>Definitions</u>.

"City Seal" means the official seal of the City of San Fernando as adopted by Ordinance No. 2. The common seal of the City of San Fernando described as consisting of a circular disc, 1⁷/₈ inches in diameter, having a design cut thereon showing the San Fernando Mission with a rising sun, surrounded by the words "City of San Fernando, California, Incorporated Aug. 31, 1911." The City Seal is depicted in color and in monochrome as follows:



"City Logo" means an illustrative logo depicting the City Seal in monochrome with the words "The City of San Fernando" overlay on top and with the letters "D" and "O" in the word "Fernando" interlocking.



"City Insignia" means in addition to the City Seal and City Logo as designated by the City Council, any other logos, website banners, letterhead, business cards, or emblems depicting or including the City of San Fernando, as approved by the City Manager.

#### (b) Use of City Seal, City Logo and City Insignia.

- (1) The City Clerk or designee, acting as the custodian of the City Seal, City Logo and any City Insignia, is authorized to use or affix the City Seal, City Logo and any City Insignia to all certificates and documents as may be required by law, by this Municipal Code, or by City ordinance or resolution, to authenticate official City documents or to indicate institutional sanction for official, legal and ceremonial purposes.
- (2) The City Seal, City Logo and any City Insignia shall only be used for purposes directly connected with the official business of the City of San Fernando, its City Council, boards and commissions, committees, officers or departments or for such other purposes as the City Council may specify by policy adopted by resolution.

- (3) In the manner specified by City Council policy adopted by resolution, City officers, employees, members of the City Council and members of City boards, commissions and committees may use stationery, printed materials and other articles with the City Seal, City Logo or City Insignia while acting within the scope of their office or employment.
- (4) The City Council retains the right to create variations of the City Seal and City Logo, and to adopt and establish other official City Seals and City Logos. Such variations may include, but are not limited to, centennial or other seals or logos which mark anniversaries, events, and/or any other City occasion the City Council wishes to commemorate. The City Seal and City Logo may only be altered pursuant to ordinance or resolution of the City Council.
- (5) The City Manager or designee is authorized to determine the appropriate use of City Insignia. The City Manager shall not approve any use of the City Insignia in such a manner as to suggest City endorsement of events, political issues, products, and other uses that are prohibited by law, or in a discriminatory manner or manner inconsistent with this chapter.
- (c) Prohibited Uses of City Seal, City Logo and City Insignia.
  - (1) It is unlawful for any person or entity to make use of the City Seal, City Logo, and/or City Insignia or any portion, facsimile, mock-up, or reproduction thereof, or make or use of any design, symbol, emblem, insignia or similar device that is an imitation of said City Seal, City Logo, or City Insignia, or that may be mistaken therefor, that is designed, intended or likely to confuse, deceive or mislead the public, for private or commercial purposes or for any purpose other than the official business of the City without the express written consent of the City Council or as otherwise authorized by any policies and procedures adopted by City Council resolution.
  - (2) No person, firm, association, or corporation shall use the City Seal, City Logo, and/or City Insignia, or any facsimile thereof for purposes of supporting or opposing the nomination or election to any City or other public office of him or herself or any other person, or for purposes of supporting or opposing any ballot measure, nor include such City Seal, City Logo, and/or City Insignia on any writing distributed for purposes of influencing the action of the electorate, or any part thereof, in any election. This section shall not be applicable to writings issued by the City of San Fernando or the City Council as a whole pursuant to law.
  - (3) Unauthorized use of the City Seal, City Logo, and/or City Insignia for commercial, malicious, deceptive, fraudulent, or other unauthorized purposes without the express written authorization of the City of San Fernando is declared to be a public nuisance and the City can abate or enjoin such use pursuant to this Municipal Code.

#### (d) <u>Penalties</u>.

Violation of this section shall be an infraction or misdemeanor and punishable by a fine not exceeding \$1,000.00, or imprisonment for a term not exceeding six months, or by both such fine and imprisonment. Nothing herein prevents the City from using any other available civil and/or criminal remedies allowed by law to protect the City Seal, City Logo, and City Insignia from improper or illegal use.

**SECTION 4.** <u>CEQA</u>. The City Council has determined that the proposed Ordinance is not a "project" as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378.

**SECTION 5.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 6.** Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

**SECTION 7.** Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the San Fernando Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**SECTION 8.** Authority and Publication. The City Clerk shall cause this ordinance or a summary hereof to be published in a newspaper of general circulation, published in the County of Los Angeles and circulated in the City, and if applicable, to be posted, in accordance with Section 36933 of the California Government Code; shall certify to the adoption of this ordinance and shall cause a certified copy of this ordinance, together with proof of publication, to be filed in the Office of the City Clerk.

**SECTION 9.** Effective Date. This Ordinance shall go into effect and be in full force effective at 12:01 a.m. on the thirty-first (31st) day after its passage.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting held on the 2nd day of April, 2024.

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

#### CERTIFICATION

I, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing is a full, true, and correct copy of Ordinance No. 1724 which was introduced on March 18, 2024, and adopted by the City Council of the City of San Fernando, California at a regular meeting duly held on the 2nd day of April, 2024 by the following vote of the City Council:

AYES: Solorio, Fajardo, Mendoza, Rodriguez - 4

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 167 day of April, 2024.

Julia Fritz, City Clerk



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August 19, 2024 Regular CC Mtg



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## AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: August 19, 2024

Subject:Discussion and Consideration to Approve a Second Reading and Adopt Ordinance<br/>No. 1727 Amending the San Fernando Municipal Code Section 2-908 Definitions<br/>and Section 2-909, Article VII of Chapter 2 to Increase Local Campaign<br/>Contribution Limits from \$500 to \$1,000 and Modifying Provisions for Future<br/>Consumer Price Index Adjustments to the Same

#### **RECOMMENDATION:**

It is recommended that the City Council adopt Ordinance No. 1727 (Attachment "A") that was introduced for first reading at the City Council meeting of August 5, 2024, in title only and waive further reading, amending the San Fernando Municipal Code Sections 2-908 (Definitions) and Section 2-909 (Contribution Limitations) of Article VII (Campaign Reform) of Chapter 2 (Administration) to Increase Local Campaign Contribution Limits from \$500 to \$1,000 and modifying provisions relating to future Consumer Price Index adjustments to the same."

#### BACKGROUND:

- 1. On January 3, 2005, the San Fernando City Council adopted Ordinance No. 1560 (Attachment "B") regarding campaign reform (the "Campaign Reform Ordinance") to set campaign contribution regulations and place limitations for candidates, or candidate controlled committee(s), to solicit or accept any campaign contribution by a contributor not to exceed five hundred dollars (\$500.00) for any single election at which the candidate is attempting to be, or is, on the ballot.
- 2. On January 7, 2019, a discussion was agendized due to a request that was made by former Vice Mayor/Councilmember Sylvia Ballin regarding potential amendments to the Campaign Reform Ordinance; however, during approval of the agenda, the item was removed from consideration and was not discussed.
- 3. On July 1, 2024, Councilmember Joel Fajardo, with the concurrence of Vice Mayor Mary Mendoza, agendized an item to discuss campaign contribution limits. After discussion, the City Council directed staff to bring back information on the potential of amending the campaign contribution limits made by a contributor relating to the City's Campaign Reform

Discussion and Consideration to Approve a Second Reading and Adopt Ordinance No. 1727 Amending the San Fernando Municipal Code Section 2-908 Definitions and Section 2-909, Article VII of Chapter 2 to Increase Local Campaign Contribution Limits from \$500 to \$1,000 and Modifying Provisions for Future Consumer Price Index Adjustments to the Same

Page 2 of 3

Ordinance No. 1560 and related limits for self-funded campaign contributions to the July 15, 2024 meeting.

- 4. On July 15, 2024, the City Council directed staff to bring back a proposed ordinance to increase the City's local campaign contribution limit from \$500 to \$1,000.
- 5. On August 5, 2024, the City Council approved for first reading in title only, and to waive all further reading of, Ordinance No. Ordinance No. 1727 Amending the San Fernando Municipal Code Section 2-908 Definitions and Section 2-909, Article VII of Chapter 2 to Increase Local Campaign Contribution Limits from \$500 to \$1,000 and Modifying Provisions for Future Consumer Price Index Adjustments to the Same

#### ANALYSIS:

The Political Reform Act (PRA) regulates campaign finance and disclosure for state and local candidates, ensuring accurate and timely information to keep voters informed, promote fair elections, and provide enforcement (Gov. Code, § 81002). Administered by the California Fair Political Practices Commission (FPPC) (Gov. Code, § 83111), the PRA allows cities to set stricter local contribution limits (Gov. Code, §§ 81013, 85703; Elec. Code, § 10202). In the absence of local limits, the FPPC sets the current contribution cap at \$5,500 per contributor, per election (Attachment "C").

The City of San Fernando's Campaign Reform Ordinance No. 1560 currently sets a contribution limit of \$500.00 per contributor that includes both cash and in-kind contributions; and a candidate or candidate's controlled committee is prohibited from soliciting or accepting any contribution that will cause the amount contributed to exceed \$500.00. In addition, paragraph (b) of Section 2-909, allows the City Council to adjust contribution limits established under paragraph (a) to reflect changes in the California Consumer Price Index (CPI) every November of even-numbered years. It is important to note that, when the current ordinance was adopted in 2005, the City's regular elections were held in March of odd-numbered years. Consequently, the adjustments were contemplated to be done prior to the candidate nomination period.

Despite the authority provided in Ordinance No. 1560, City Council has not increased the campaign contribution limit since 2005. Therefore, the proposed adjustment would implement a one-time increase to the contribution limit from \$500 to \$1,000, make minor verbiage modifications to align with the FPPC's definitions, cite specific applicable government codes, and move the CPI adjustments to May to align with the City's November even-year municipal elections. These changes aim to ensure that the regulations are current, clear, and in harmony with both state guidelines and the local election cycle. A redlined version of the proposed changes to the specific sections of the Municipal Code are included as Attachment "D".

Discussion and Consideration to Approve a Second Reading and Adopt Ordinance No. 1727 Amending the San Fernando Municipal Code Section 2-908 Definitions and Section 2-909, Article VII of Chapter 2 to Increase Local Campaign Contribution Limits from \$500 to \$1,000 and Modifying Provisions for Future Consumer Price Index Adjustments to the Same

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#### **BUDGET IMPACT:**

There are no cost associated with the adoption of this proposed ordinance. The cost to codify ordinance amendments to the City's Municipal Code are included in the City Clerk Department's work plan and adopted budget for Fiscal Year 2024-2025.

#### **RECOMMENDATION:**

It is recommended that the City Council approve for second reading, in title only, and waive all further reading of Ordinance No. 1727 (Attachment "A") titled, "An Ordinance of the City Council of the City Of San Fernando, California amending the San Fernando Municipal Code Sections 2-908 (Definitions) and Section 2-909 (Contribution Limitations) of Article VII (Campaign Reform) of Chapter 2 (Administration) to Increase Local Campaign Contribution Limits from \$500 to \$1,000 and modifying provisions relating to future Consumer Price Index adjustments to the same."

#### ATTACHMENTS:

- A. Ordinance No. 1727
- B. Ordinance No. 1560
- C. FPPC Local City and County Contribution Rules (AB 571)
- D. Redline Version of Proposed Ordinance Changes

#### ORDINANCE NO. 1727

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING SECTIONS 2-908 (DEFINITIONS) AND 2-909 (CONTRIBUTION LIMITATIONS) OF ARTICLE VII (CAMPAIGN REFORM) OF CHAPTER 2 (ADMINISTRATION) OF THE SAN FERNANDO MUNICIPAL CODE TO INCREASE LOCAL CAMPAIGN CONTRIBUTION LIMITS FROM \$500 TO \$1000 AND MODIFYING PROVISIONS RELATING TO FUTURE CPI ADJUSTMENTS TO THE SAME

WHEREAS, in an effort to combat corruption – or the appearance of corruption – at all levels of government, Government Code Section 85301, as amended by AB 571 (Stats 2019, ch 556), creates default campaign-contribution limits for county and city offices; and

WHEREAS, Government Code Section 85301(d) provides that "[a] person shall not make to a candidate for elective county or city office, and a candidate for elective county or city office shall not accept from a person, a contribution totaling more than" the periodically adjusted amount set by FPPC regulation which from January 1, 2023 to December 31, 2024 is set at \$5,500 per person. (FPPC Regulation No. 18545(a)(9)); and

WHEREAS, Government Code Section 85702.5, however, empowers cities and counties to impose, by resolution or ordinance, limits on contributions to a candidate for elective city or county office that are different from the limit set forth under Government Code Section 85301(d); and

WHEREAS, Government Code Section 85702.5 further provides that a county or city that established contribution limits under its statutory authority may adopt enforcement standards for a violation of that limit, which may include administrative, civil, or criminal penalties, provided, however, that the FPPC is not responsible for the administration or enforcement of a contribution limit adopted pursuant to Government Code Section 85702.5; and

WHEREAS, at its meeting of January 3, 2005, the San Fernando City Council ("City Council") approved Ordinance No. 1560 adding Article VII (Campaign Reform) to Chapter 2 (Administration) of the San Fernando Municipal Code, which among other things, established contribution limits for candidates for City of San Fernando ("City") elected office; and

WHEREAS, the limit established Ordinance No. 1560 that limited the contribution of cash or in-kind contributions to \$500 as set forth under San Fernando Municipal Code Section 2-909(a) (For purposes of this Resolution, references to "Section 2-909" shall mean and refer to Section 2-909 of the San Fernando Municipal Code); and

WHEREAS, paragraph (b) of Section 2-909 does allow the City Council to adjust contribution limits established under paragraph (a), provided such adjustment is made in November of every even-numbered year to reflect any increase or decrease in the California consumer price index since the last such adjustment of the contribution limit; and

WHEREAS, the reference to November of even-numbered years under Section 2-909(b) is an anachronism from the time when the City's General Municipal Elections were conducted in odd-numbered years making it somewhat impractical for the City Council to implement adjustments immediately; and

WHEREAS, the City Council wishes to increase the local contribution limit set forth under San Fernando Municipal Code Section 2-909(a) under the authority of Government Code Section 85702.5 so that it may respond more quickly to inflationary increases since 2005 while remaining below the State default limit established under Government Code Section 85301(d) and FPPC Regulation No. 18545(a)(9).

#### NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AS FOLLOWS:

**SECTION 1**. Recitals. The above recitals are true and correct and incorporated herein by reference.

**SECTION 2.** Section 2-908 (Definitions) of Article VII (Campaign Reform) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby amended in its entirety to now state the following:

The following terms used in this article shall have the meanings set forth below. Except as otherwise provided here, the terms and provisions of this article shall have the meanings and shall be interpreted in accordance with the applicable definitions and provisions of the Political Reform Act of 1974, as amended (Government Code § 81000, et seq.) and the regulations of the California Fair Political Practices Commission, as amended (collectively, referred to in this Article as the "Political Reform Act").

- (1) Candidate means any person who is a candidate for member of the city council whether or not the person is seeking to become a member of the city council or is an incumbent member of the city council seeking reelection.
- (2) Committee means any person or combination of persons who directly or indirectly does any of the following:

(a) receives contributions totaling one thousand dollars (\$1,000) or more in a calendar year;

(b) makes independent expenditures totaling one thousand dollars (\$1,000) or more in a calendar year; or

(c) makes contributions totaling five thousand dollars (\$5,000) or more in a calendar year to or at the behest of candidates or committees. The term "committee", as defined herein also includes any "committee" as defined under Government Code Section 82013 which is organized in accordance with Government Code Sections 84100 through 84109.

- (3) Contribution means a monetary payment, the donation of goods and/or services or the granting of a discount for goods and/or services. For purposes of valuation under this article the value of a donation of goods or services shall be its face value, if any, or its fair market value in the absence of any face value. The term "contribution" does not include any contribution excluded from the definition of the term "contribution" under the Political Reform Act under subdivision (c) of Government Code Section 82015 as the same may be amended from time to time.
- (4) Election means any General Municipal Election, Special Municipal Election or Recall Election wherein candidates seek election or re-election to the San Fernando City Council.
- (5) Person shall have the same meaning as set forth under Government Code Section 82047 as the same may be amended from time to time."

**SECTION 3.** Paragraphs (a) and (b) of Section 2-909 (Contribution Limitations) of Article VII (Campaign Reform) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby amended in its entirety to now state the following:

- (a) No person or committee may make a contribution, or series of multiple contributions to any candidate, including the controlled committee of such candidate, that exceeds one thousand dollars (\$1,000) in the aggregate for any single election at which the candidate is attempting to qualify, or has qualified, to have his or her name appear on the election ballot as a candidate for membership on the San Fernando City Council. Additionally, no candidate or controlled committee of such candidate may solicit or accept any contribution or series of multiple contributions that will cause the amount contributed by the contributor to the candidate or to the controlled committee of such candidate or to the controlled committee of such candidate to exceed one thousand dollars (\$1,000) in the aggregate for any single election at which the candidate is attempting to qualify, or has qualified, to have his or her name appear on the election ballot as a candidate for membership on the San Fernando City Council.
- (b) The City Council may, by resolution, adjust the contribution limit established in subsection (a) of this Section at a City Council meeting held anytime on or between May 1st and June 30th of every even-numbered year, to reflect the cumulative annual percentage increases or decreases in the February Consumer Price Index for the Los Angeles-Long Beach-Riverside area since the City Council's last such adjustment. Such adjustments shall be rounded to the nearest ten dollar (\$10) amount.
- (c) The limitations of this section shall not apply to contributions of a candidate's personal funds to his or her controlled campaign committee

on behalf of his or her own candidacy, and shall apply to contributions from the candidate's spouse.

(d) Candidates with election accounts must open a new account for the next city election in which they are a candidate, and may contribute up to one thousand dollars (\$1,000) from the old account in the new account.

**SECTION 4.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 5.** Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its Regular Meeting held this 19th day of August of 2024.

Celeste Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

**APPROVED AS TO FORM:** 

Richard Padilla, City Attorney

### CERTIFICATION

I, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing is a full, true, and correct copy of Ordinance No. 1727 which was introduced on August 5, 2024, and adopted by the City Council of the City of San Fernando, California at a regular meeting duly held on the 19th day of August, 2024 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

**ABSTAIN:** 

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of August 2024.

Julia Fritz, City Clerk

ATTACHMENT "B"

#### **ORDINANCE NO. 1560**

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ADDING ARTICLE 7, RELATING TO CAMPAIGN REFORM, OF CHAPTER 2 OF THE SAN FERNANDO CITY CODE

NOW, THEREFORE, the City Council of the City of San Fernando hereby ordains as follows:

<u>SECTION 1.</u> Article 7 is added to Chapter 2 of the San Fernando City Code to read as follows:

### "ARTICLE VII. CAMPAIGN REFORM

#### **DIVISION 1. GENERALLY**

#### Sec. 2-907. Purpose.

The purposes of this Article are:

(a) To eliminate the possibility of corruption or the appearance of corruption in local elections, arising as a result of disproportionately large political contributions, by adopting the least restrictive limits possible on the amounts of money any person may contribute or otherwise cause to be available to candidates for the city council and city treasurer and those who support or oppose such candidates;

(b) To eliminate the need for candidates and their supporters and opponents to seek large campaign contributions by establishing a realistic voluntary expenditure ceiling for campaigns;

(c) To promote informed actions by the electors of the city by requiring the full and truthful disclosure of contributions and expenditures in election campaigns;

(d) To inhibit improper or illegal campaign activity, and to ensure vigorous enforcement of this chapter; and

(e) Pursuant to California Government Code Section 81013 and Elections Code Section 10202, to impose contribution limitations and other regulations in addition to those imposed by state law, but that do not prevent any person from complying with state law.

#### Sec. 2-908. Definitions.

The following terms used in this Article shall have the meanings set forth below. Except as otherwise provided here, the terms and provisions of this Article shall have the meanings and shall be interpreted in accordance with the applicable definitions and provisions of the Political

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Reform Act of 1974, as amended (Government Code Section 81000, et seq.) and the regulations of the California Fair Political Practices Commission, as amended.

(a) *Candidate* means any person who is a candidate for member of the City Council of the City of San Fernando, City Treasurer or any elective city officer whether or not such officer is a candidate for reelection.

(b) *Committee* means any person or combination of persons who directly or indirectly do any of the following in connection with supporting or opposing a candidate or candidates for City Council or City Treasurer:

(i) Receive contributions totaling five hundred dollars (\$500.00) or more in a calendar year.

(ii) Make independent expenditures totaling five hundred dollars (\$500.00) or more in a calendar year.

(iii) Make contributions totaling five thousand dollars (\$5,000.00) or more in a calendar year.

A person or combination of persons that becomes a committee shall retain its status as a committee until such time as that status is terminated pursuant to California Government Code Section 84214.

(c) *Election* means any general election, special election or recall election.

(d) *Elective City Officer* means any person who is a member of the City Council of the City of San Fernando or City Treasurer, whether appointed or elected.

(e) *Person* means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, committee, company, corporation, limited liability corporation, association, and any other organization or group of persons acting in concert.

Sec. 2-909. Contribution Limitations.

(a) No person or committee shall make to any candidate, including the controlled committee of such candidate, a contribution in excess of five hundred dollars (\$500.00) either cash or in-kind, for any single election at which the candidate is attempting to be, or is, on the ballot. Additionally, no candidate or candidate's controlled committee shall solicit or accept any contribution that will cause the amount contributed by the contributor to the candidate or the candidate's controlled committee to exceed five hundred dollars (\$500.00) for any single election at which the candidate is attempting to be, or is, on the ballot.

(b) The City Council may, by resolution, adjust the contribution limit established in subsection (a) in November of every even numbered year, to reflect any increase or decrease in

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the California consumer price index since the last such adjustment of the contribution limit. Such adjustments shall be rounded to the nearest ten dollar (\$10.00) amount.

(c) The limitations of this Section shall not apply to contributions of a candidate's personal funds to his or her controlled campaign committee on behalf of his or her own candidacy, and shall apply to contributions from the candidate's spouse.

(d) Candidates with election accounts must open a new account for the next City election in which they are a candidate, and may contribute up to five hundred dollars (\$500.00) from the old account into the new account.

<u>SECTION 2.</u> If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and such section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.

<u>SECTION 3.</u> The City Clerk shall cause this ordinance to be published and posted in accordance with the requirements noted in California Government Code Section 36933.

<u>SECTION 4.</u> The Mayor shall sign and the City Clerk shall attest to the adoption of this ordinance by the City Council of the City of San Fernando at the duly noticed regular meeting held on the 3rd day of January, 2005.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 3rd day of January, 2005.

Maribel De La Torre. Mayor

ATTEST:

Ulena J Chavez/ Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada, City Attorney

August 19, 2024 Regular CC Mtg

STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO

) SS

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council held on the 3rd day of January, 2005 and was carried by the following roll call vote:

De La Torre, Ruelas, Veres, Martinez, Hernández - 5 AYES: NOES: None ABSENT: None **ABSTAIN:** None

<u>Ulena M Chavez</u> Elena G. Chávez, City Clerk

# LOCAL CITY AND COUNTY CONTRIBUTION RULES (AB 571)

This chapter contains information on contribution rules for candidates and officeholders seeking a city or county elective office in a city or county that has not already enacted a contribution limit pursuant to AB 571. (Please see Stats. 2019, Ch. 556 AB 571 Mullin). Along with the new campaign contribution limit, there are also other related provisions that formerly applied only to state level candidates that now apply to city and county candidates. Please note that none of the provisions of AB 571 discussed in this chapter apply to candidates in cities or counties for which the city or county has enacted contribution limits. You can search the FPPC's website to see if the city or county has enacted a contribution limit.

This chapter reviews:

- Contribution Limits
- Transfers
- Post-Election Fundraising
- Officeholder Committees
- Legal Defense Committees
- Recall Committees

For information about ballot measure committees controlled by a local candidate or officeholder, see FPPC Campaign Disclosure Manual 3.

# A. City and County Candidate Contribution Limits (AB 571)

A candidate seeking election to a city or county office in a city or county that has not already enacted a contribution limit is subject to contribution limits from a single source per election. For purposes of contribution limits, the primary, general, special, and special runoff elections are separate elections. The chart below shows the limits per contributor for the type of office sought. Contribution limits may increase or decrease every two years based on changes in the Consumer Price Index. Regulations that set forth the amounts are adopted by the Commission.

# Per Election Limits on Contributions to City and County Candidates

# (For Elections Occurring from January 1, 2023 – December 31, 2024)

The chart below shows the campaign contribution limits per contributor, per election, for city and county candidates in cities and counites that have not enacted campaign contribution limits.

2023-2024 Contribution Limits for City and County Candidates in Cities and Counties That Have Not Enacted Limits		
Person (individual, business entity, committee/PAC)	Small Contributor Committee	Political Party
\$5,500	\$5,500	\$5,500

# Timing

There are no restrictions on when a candidate may begin to fundraise for a city or county office, and contributions for a general or special election may be raised during or prior to a primary or special primary election for the same office. However, a candidate must file a Form 501 (Candidate Intention Statement) prior to soliciting or receiving contributions or making expenditures from personal funds. (Please see Chapter 2 for more information). A city or county candidate in a city or county that has not enacted a campaign contribution limit who is defeated in the primary or special primary election, or who withdraws from the general or special general election, must return contributions received for the general or special general election to the contributors. The contributions are returned on a pro rata basis, less the cost of raising or administering the funds and expenses attributable to the general election paid prior to the primary election (e.g., media purchases).

## Loans

For city and county candidates in a city or county that has not enacted a campaign contribution limit, loans from third parties are contributions subject to limits. However, if a loan has been repaid, the lender, guarantor, endorser, or cosigner may make additional contributions to the same committee up to the limit. Please see Candidate Personal Funds below for more information on candidate loans to their own committee.

### **Candidate's Personal Funds**

Contribution limits do not apply to a candidate's personal funds contributed to their own campaign. However, a city or county candidate in a city or county that has not already enacted a contribution limit, may not have loans to their campaign with an outstanding balance of more than \$100,000 at any time. A candidate may not charge interest on a loan they make to the campaign. The \$100,000 limit on personal loans applies to loans from the candidate's personal funds as well as loans from a commercial lending institution which the candidate lends to their campaign. "Campaign" includes both the primary and general, or special and special runoff, elections. However, a candidate may loan each committee for a different office or term of office up to \$100,000.

## Extensions of Credit

When there is an agreement with the provider of goods or services that a city or county candidate in a city or county that has not already enacted contribution limits or committee will pay for the goods or services at a later date, the value of the goods or services may become a contribution to the candidate and be subject to contribution limits if the payment is not made within 45 days. (See Regulation 18530.7.)

# **Contributions to Other City or County Candidate Committees**

A candidate may not make a contribution over the default state contribution limit to another candidate in jurisdictions subject to the default state contribution limit with limited exceptions related to recall elections, legal defense funds, and candidate-controlled ballot measure committees. The limit is the same contribution limit imposed on legislative candidates. This contribution limit applies to the aggregate total of contributions made from the personal funds or assets of the candidate and contributions made by all committees controlled by that candidate.

## **Contributions Over the Limit**

Committees are not in violation of the Act's contribution limit if an "over the limit" contribution is returned to the contributor or the contribution is attributed to another election either: (1) within 14 days of receipt before deposit so long as the committee did not make use of the contribution prior to returning it, or (2) within 14 days of receipt even after deposit, so long as there was **no actual knowledge** the contribution was over the limit when deposited and the committee did not make use of the contribution prior to returning it. If a contribution is returned after it has been deposited it must be reported. A contribution must be reported even if not deposited if it is not returned to the contributor by the close of the reporting period. An over the limit nonmonetary contribution must be returned to the contributor within 14 days of receiving the contribution either in its original form, or in a monetary equivalent greater than or equal to the amount by which its value exceeds an applicable contribution limit. A committee that receives a monetary contribution with **actual knowledge** that the contribution is over the applicable contribution limit in the Act may accept the contribution and return or attribute the portion in excess within 72 hours of receipt or before the date of the election, whichever is sooner without being in violation of the contribution limit. However, a committee is prohibited from making use of the excessive contribution prior to returning or attributing it and the amount of a contribution that may be accepted is capped at twice the applicable contribution limit.

A committee may request that the contributor attribute in writing a contribution to a different election. A committee may automatically attribute a portion of a contribution that is in excess of the applicable limit between the primary and general elections. A committee attributes a contribution when the committee designates the portion of the contribution in excess of the applicable limit to another election.

A committee that receives an excessive contribution **with or without actual knowledge** that the contribution was over the limit must inform the contributor:

- that their contribution was in excess of the applicable limit, and
- if the contribution was automatically attributed to the connected primary or general election, that the contribution was attributed and the contributor may request a refund.

## **Recurring Contributions**

A "recurring contribution" is a contribution from a person to a candidate or committee that is automatically charged to the person's bank account, credit card, or other payment account on a repeated basis, such as weekly or monthly, without approval or any other affirmative consent by the person after their initial contribution to the candidate or committee. A committee must obtain affirmative consent from a person making a recurring contribution at the time of the initial contribution. Any solicitation for a recurring contribution must be in a form that requires affirmative consent from the person making the contribution. Passive action by the contributor, such as failing to uncheck a pre-checked box authorizing a recurring contribution, does not meet the requirement of affirmative consent. A committee that accepts a recurring contribution is required to provide a receipt for each contribution, provide information necessary to cancel the recurring contribution, and immediately cancel a recurring contribution upon request.

A recurring contribution accepted in response to a solicitation that did not require affirmative consent must be returned to the contributor within 14 days of the earlier of the following:

- receipt of a request from the contributor to return the contribution, or
- the date on which the candidate or committee becomes aware that the solicitation of the recurring contribution was in violation of the Act.

A contribution accepted after a contributor requested to cancel a recurring contribution must be returned to the contributor within 14 days of the request to cancel the recurring contribution.

# **B.** Transfers Between a Candidate's Controlled Committees (AB 571)

A city or county candidate in a jurisdiction that has not already enacted contribution limits that has a qualified committee must establish a separate controlled committee and campaign bank account for each specific office. Candidates may not redesignate a committee for one election for another election.

A city or county candidate in a city or county that has not already enacted a contribution limit may transfer funds from their controlled elections committee to another committee. Except as discussed below, funds transferred from one of a city or county candidate's controlled election committees to another are subject to contribution limits. The transferred funds must be attributed to specific contributors of the committee making the transfer and count toward the amount those contributors may give to the committee receiving the transfer.

The committee making the transfer must choose between two attribution methods. The first is "LIFO" (last in, first out). This means that the amount to be transferred will be attributed to the most recent contributors to the transferring committee. The other method is "FIFO" (first in, first out), which means transferred funds will be attributed to the earliest contributors. Once the transferring committee has chosen LIFO or FIFO, it may not change the method of attribution.

## Example:

A city council member is running for county supervisor in 2024. The candidate uses the LIFO accounting method to transfer funds from the city council committee to their county supervisor committee as outlined in the table below. Because the 2022 contribution limit is \$4,900, only \$4,900 of Z Corporations original \$5,000 contribution to the city council committee may be transferred to the county supervisor committee. Riley Thomas has already contributed has already contributed \$4,000 to the county supervisor committee, so only \$900 of their original \$1,000 contribution to the city council committee may be transferred to the county supervisor to the county supervisor committee.

Donor	Date of Original Contribution	Amount of Original Contribution	Funds Attributed to Contributor
Taylor Smith	09/25/2020	\$1,000	\$1,000
Z Corp.	11/02/2020	\$5,000	\$4,900
Riley Thomas	12/10/2020	\$1,000	\$900

The committee making the transfer must report the transfer as an expenditure on Schedule E of the Recipient Committee Campaign Statement (Form 460). The committee receiving the transfer must report the transfer on Schedule A as follows:

- The date of the transfer and the name, address, and identification number of the committee making the transfer;
- The name, address and, if applicable, the occupation and employer or committee identification number of the contributor to whom the transferred funds are being attributed (as disclosed on the campaign statement filed when the contributions were originally received or as contained in the committee's records at the time of the transfer);
- The original date of the transferred contribution; and
- The amount of the transferred contribution, including the cumulative amount received from the contributor in the calendar year and the amount attributed to the contributor per election.

Some electronic filing formats may be different.

Schedule A
Monetary Contributions Received

Statement covers period

				from $\frac{x/x/20xx}{20xx}$		F	
SEE INSTRUCTIO	DNS ON REVERSE			through <u>x/x/20xx</u> Page		e of	
NAME OF FILER Committee t	o Elect Gerard for County Supervisor 2024			<u>.</u>		I.D. NU	MBER
DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CONTRIBUTOR CODE *	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)	AMOUNT RECEIVED THIS PERIOD	CUMULATIVE TO CALENDAR YE (JAN. 1 - DEC.	AR	PER ELECTION TO DATE (IF REQUIRED)
10/xx/20xx	Gerard for City Council 20xx (Transfer, see below) 49 J Street, Sacramento, CA 95814 (ID 1914287)	□ IND □ COM □ OTH □ PTY □ SCC					
09/25/20xx	Taylor Smith 7239 Hemingway Blvd. Rancho Palos Verdes CA 90274	<pre>✓ IND □ COM □ OTH □ PTY □ SCC</pre>	Orthodontist, Smith Smiles	\$1,000	\$1,000		P20xx: \$1,000
11/03/20xx	Z Corporation 2500 7th Avenue Los Angeles, CA 90013	□ IND □ COM ☑ OTH □ PTY □ SCC		\$4,900	\$4,900		P20xx: \$4,900
12/10/20xx	Riley Thomas 1095 Euclid Street La Habra Heights, CA 90631	<ul> <li>✓ IND</li> <li>□ COM</li> <li>□ OTH</li> <li>□ PTY</li> <li>□ SCC</li> </ul>	Dispatcher, La Habra Heights Police Department	\$900	\$4,900		P20xx: \$4,900

The committee making the transfer must maintain records that identify the specific contributors to whom any transferred contributions have been attributed. If the transferring committee is no longer required to maintain detailed records, the receiving committee shall maintain either:

- The full name of the contributor;
- The date and amount being transferred for each contributor, and if the contribution is a loan, the interest rate for the loan; and
- The cumulative amount of contributions transferred attributed to that contributor.

OR

• Copies of the transferring committee's original verified and filed campaign reports that show the original contribution received from each contributor to whom a transferred contribution is attributed.

## **Exceptions:**

- **Surplus Funds:** Campaign funds that are "surplus funds" may not be transferred to a future election committee. A defeated candidate's campaign committee funds become surplus 90 days after the post-election reporting period (either June 30 or December 31) following the election. An officeholder's campaign committee funds become surplus 90 days after leaving office for which the funds were raised. For specific guidance, refer to Regulation 18951.
- Carryover: A city or county candidate in a city or county that has not already enacted a contribution limit may carry over campaign funds from the primary election to the subsequent general election for the same elective office without attribution. Non-surplus campaign funds may be carried over from one city or county election to the next election for the same office without attribution.

To carry over funds from one city or county election to the next election for the same office (e.g., from a 2020 city council election to the 2024 city council election), the funds must be transferred to a new campaign bank account and committee established for the next election, and the transfer must occur after the date of the election for which the funds were raised.

The transferring committee reports the transfer as an expenditure on Schedule E and the committee receiving the funds reports the transfer as an increase to cash on Schedule I.

A candidate that formed a campaign committee for a specific election and chooses not to seek the office and is not listed on the ballot may not "carryover" the funds, but may transfer the funds with attribution to another future election committee.

**QUICK TIP:** City and county candidates in a city or county that has not already enacted a contribution limit may raise funds after an election only to pay net debts outstanding. Campaign funds may not be carried over to a future election committee if the existing committee has net debt from the prior election.

 Transferring Assets: It is not necessary to value and attribute a committee's usual assets (such as supplies, furnishings, and office equipment) that are being transferred from one controlled committee to another of the candidate's controlled committees. A committee must report the purchase or sale of these assets, but need not report the transfer.

Detailed reports must be maintained on transfers.

# C. Post-Election Fundraising: Net Debts Outstanding (AB 571)

City and county candidates in cities and counties that have not already enacted a contribution limit may receive contributions after an election only to pay net debts outstanding from the election. The primary and general elections are separate elections for the purposes of calculating net debt. In addition, the contribution limits applicable to the election apply to any new contributions received to pay net debt.

To calculate net debts outstanding, the following are added together:

- The total amount of unpaid debts, loans, and accrued expenditures incurred with respect to the election;
- An amount necessary to cover the cost of raising funds to pay outstanding debts;
- Costs related to complying with post-election requirements, such as filing campaign statements, and other necessary administrative costs associated with winding down the campaign, including office space rental, staff salaries, and office supplies; and
- Legal fees and expenses incurred in connection with monitoring a ballot recount or the counting of absentee or provisional ballots.

That amount is reduced by:

- The total cash on hand available to pay those debts and obligations, including: currency; balances on deposit in banks, savings and loan institutions, and other depository institutions; traveler's checks; certificates of deposit; treasurer bills; and any other committee investments valued at fair market value; and
- The total amounts owed to the candidate controlled committee in the form of credits, refunds of deposits, returns, or receivables, or a commercially reasonable amount based on the collectability of those credits, refunds, returns, or receivables.

As new funds are received, the amount of the net debts outstanding is reduced. The amount of new contributions may not exceed the amount of net debts outstanding on the date the contribution is received. Any contribution that exceeds the amount of net debts outstanding must be returned to the contributor within 14 days.

**Ex 1.1 -** Tom ran for district attorney in 2022. After the general election, Tom had \$45,000 in cash left and owed only \$20,000 in accrued expenses from the primary election and none from the general election. Tom may not raise additional funds into the 2022 committee.

**Ex 1.2** - Jane ran for county supervisor in 2022. After the primary election, Jane had \$30,000 in cash left and owed \$50,000 in unpaid loans and accrued expenses. Jane may raise \$20,000 to pay this debt, plus an amount needed to cover the fundraising expenses and other administrative costs. All contributions received are subject to the contribution limits that were in effect for the 2020 election.

# D. Officeholder Committees (AB 571)

Officeholder committees are not permitted for city and county candidates subject to the default state contribution limit. However, a candidate may use a committee for the officeholder's future election for officeholder expenses. A candidate may also use existing funds in the election committee for current office for officeholder expenses.

# E. Other Committees (AB 571)

## Legal Defense Committees

City and county candidates and officeholders may establish a legal defense fund to defray attorney's fees and other related legal costs incurred for the candidate's or officeholder's legal defense if the candidate or officeholder is subject to a civil or criminal proceeding, or an administrative proceeding arising directly out of the conduct of an election campaign, the electoral process, or the performance of the officeholder's governmental activities and duties.

A separate bank account and committee must be established. The legal defense committee will file campaign statements at the same times and in the same place as the candidate's election committee.

Contributions raised for a legal defense fund are not subject to contribution limits.

**QUICK TIP:** The Form 410 must specify the legal dispute or disputes for which the legal defense fund was established.

Legal defense funds may only be raised in an amount reasonably calculated to pay attorney's fees and other legal costs related to the defense of the candidate or officeholder, as well as administrative costs directly related to compliance with recordkeeping and reporting requirements. Legal defense funds may not be used for fundraising, media or political consulting fees, mass mailings or other advertising, or for paying fines, penalties, judgements or settlements, or to return contributions. (Please refer to Regulation 18530.45.)

# **Recall Election Committees**

All candidates and committees that raise and spend funds in connection with a recall election have full reporting and disclosure obligations. The FPPC publishes filing schedules for these elections.

**Target Officeholder:** A city or county officeholder who is the target of a recall may form a separate committee to oppose the qualification of the recall measure and, if the recall petition qualifies, the recall election. The officeholder has the option of using their existing committee or committee formed for a future election instead.

If a separate committee is formed, the following rules apply:

- The committee may be established only after the officeholder receives a notice of intent to recall under Elections Code Section 11021.
- A Statement of Organization (Form 410) must be filed and a separate bank account must be established.
- The committee name must include the word "recall" and the target officer's name.
- Contributions to the committee are not subject to limits.
- After the recall election, or if the recall petition fails, funds left over become restricted "surplus funds" and must be spent within 30 days (See Chapter 6.)

**Replacement Candidate:** A candidate running to replace an officeholder who is the target of a recall is subject to the contribution limits. A replacement candidate must file campaign forms (e.g., Form 501, Form 410, Form 497, Form 460) in the same manner as a candidate seeking a regular election.

**Committee Primarily Formed to Support or Oppose a Recall:** A committee formed to support or oppose a recall is considered to be a ballot measure committee. Refer to FPPC Campaign Disclosure Manual 3 for guidance.

# **Answering Your Questions**

# A. If a city or county does not currently have contribution limits set within their ordinance would the state contribution limit be the default?

Yes. The state contribution limit would be the default contribution limit if the city or county ordinance is silent on whether there are contribution limits within that jurisdiction or if there is no city or county ordinance in place.

# B. If a city or county has voluntary contribution limits, but no mandatory contribution limits will the state limit be applicable?

Yes. A city or county must enact mandatory contribution limits to avoid the state limit applying to elective city and county offices.

# C. Does the default contribution limit also include judicial candidates?

No. Elective city and county offices do not include judicial offices.

# D. Can a city or county ordinance be less restrictive than the AB 571 limit (e.g., the city or county limit is set higher than the state limit)?

Yes. A city or county can set contribution limits higher than the default state limit.

# E. If a city or county imposes contribution limits, is the Commission responsible for enforcing those limits?

No. The Commission will not regulate the administration or enforcement of the penalties. Cities or counties with existing limits or that adopt their own limits are not subject to the state limit and may impose their own penalties for violations. F. If a city or county has imposed contribution limits for particular city or county offices (e.g., Board of Supervisors), do those limits also apply to other positions such as the District Attorney or would the default state limit apply if a particular position is not specifically addressed by the city or county?

The default state contribution limit would apply to other positions which the city or county has not set contribution limits. A city or county ordinance must explicitly state the city or county contribution limits and for which elective offices those limits will apply. A city or county may adopt a general provision implementing a contribution limit for all elective city and county offices in that jurisdiction.

# G. Does AB 571 apply to special district or school district elections?

No. AB 571 applies only to city and county elections for offices that a city or county has not implemented its own contribution limit.

# H. Does AB 571 apply to County Superintendent of Schools or the office of County Board of Education?

AB 571 does apply to the office of County Superintendent of Schools because it is considered a "county" office. However, the office of County Board of Education is not subject to AB 571 because it is not considered a "county" position.

# I. Can candidates that are subject to the AB 571 contribution limit open an officeholder committee?

No. Officeholder committees are not permitted for candidates subject to the AB 571 contribution limit. However, a candidate may use a committee for the officeholder's future election for officeholder expenses. A candidate may also use existing funds in the election committee for current office for officeholder expenses.

J. If a contribution was received for an election occurring after January 1, 2021, prior to the January 1, 2021, does this contribution count towards the AB 571 contribution limit after January 1, 2021?

No. The Commission adopted a formal opinion on April 15, 2021 that states contributions made prior to the effective date of AB 571 are not aggregated with contributions made on or after the effective date of AB 571 for purposes of the new contribution limit. Therefore, if someone contributed up to or above the current limit to an AB 571 committee prior to January 1, 2021 the same person can give additional contributions to the same committee up to the AB 571 contribution limit on or after January 1, 2021.

K. If a contributor gave \$10,000 in 2020 (prior to the AB 571 limit going into effect) to a committee for a 2022 primary election, what happens?

The AB 571 contribution limit does not apply to contributions made prior to January 1, 2021 so a contribution of this amount is permissible.

# L. Does the AB 571 contribution limit apply to county central committee candidates?

No. AB 571 imposes a contribution limit on city and county elective offices when a local jurisdiction has not already done so. Local jurisdictions are prohibited from placing contribution limits on county central committee candidates; therefore AB 571 is not applicable to these offices.

# M. An AB 571 candidate for city council would like to send out a request for contributions to their constituents. Do they need to include anything specific in the request?

Yes. A candidate that is subject to AB 571 must have the following information in the solicitation: the name of the controlled committee soliciting contributions, and the specific office for which those contributions will be used.

# N. If an AB 571 candidate is the subject of a recall, is their committee to oppose the recall subject to contribution limits?

No. There are no contribution limits for a committee controlled by a candidate that is the subject of a recall that is formed to oppose the recall.

# O. An AB 571 candidate has debts for an election held after January 1, 2021, may the candidate terminate their committee?

No. If a candidate-controlled committee has outstanding debts for an election held after January 1, 2021, they may not terminate without resolving or paying off the debt. When the committee has no net debts outstanding, the committee must be terminated within 24 months after the earliest of the date the candidate is defeated, leaves office, or the term of office for which the committee was formed ends, or, for withdrawn candidates no later than 24 months after the election from which the candidate withdrew. Please see Regulation 18404.1 for more on termination requirements.

# P. If a local jurisdiction, which is subject to AB 571 passes a local campaign contribution ordinance, are the candidates still subject to AB 571?

No. They would no longer be subject to AB 571.

# Authority

The following Government Code sections and Title 2 regulations provide authority for the information in this chapter:

## **Government Code Sections**

82015	Contribution.
82015.5	Contribution; Aggregation.
82022.5	Election-Related Activities.
82025	Expenditure.
82047	Person.
85204.5	Special Election Cycle and Special Runoff Election Cycle.
85301	Limits on Contributions from Persons.
85303	Limits on Contributions to Committees and Political Parties.
85304.5	Legal Defense Fund; Local Candidates and Elected Officeholders.
85305	Restrictions on Contributions by Candidates.
85306	Transfers Between a Candidate's Own Committees; Use of Funds Raised Prior to Effective Date.
85307	Loans.
85314	Special Elections and Special Runoff Elections as Separate Elections.
85315	Elected City and County Officer Recall Committees.
85316	Post-Election Fundraising Restrictions; City and County Officeholder Accounts.
85317	Carry Over of Contributions.
85318	Contributions Received for Primary and General Elections.
85319.5	Attribution of Contributions.
85701.5	Recurring Contributions.
85702.5	Default Contribution Limits for City and County Jurisdictions.
89519	Use of Surplus Campaign Funds.

# **Title 2 Regulations**

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18215	Contribution.
18404.1	Termination and Reopening of Committees.
18421.1	Disclosure of the Making and Receipt of Contributions.
18421.4	Reporting Cumulative Amounts for Elections and
	Recipient Committees.
18421.8	Reporting an Expenditure by a Candidate
18521	Establishment of Separate Controlled Committee for
	Each Campaign Account.
18521.5	Ballot Measure Committees Controlled by Candidates for
	Elective State, City, or County Office
18523.1	Written Solicitation for Contributions.
18530.2	Transfer of Funds Raised Prior to Proposition 34 Limits.
18530.7	Extensions of Credit.
18530.8	Personal Loans.
18531	Return of Excessive Contributions.
18531.2	Refunding General Election Contributions.
18531.5	Recall Elections.
18531.61	Treatment of Debts Outstanding After an Election
18531.63	Treatment of Debts Outstanding After a City or County
	Election for Offices Subject to AB 571.
18531.64	Treatments of Debts Outstanding After a City or County
	Election.
18535	Restrictions on Contributions Between State, City and
	County Candidates.
18536	Transfer and Attribution of Contributions.
18537	Contribution Limits and Application to Repaid Loans.
18537.1	Carry Over of Contributions.
18545	Contribution Limit and Voluntary Expenditure COLA
	Formula.
18951	Surplus Funds.

#### Sec. 2-908. Definitions.

The following terms used in this article shall have the meanings set forth below. Except as otherwise provided here, the terms and provisions of this article shall have the meanings and shall be interpreted in accordance with the applicable definitions and provisions of the Political Reform Act of 1974, as amended (Government Code § 81000, et seq.) and the regulations of the California Fair Political Practices Commission, as amended.

- (1) *Candidate* means any person who is a candidate for member of the city council whether or not the person is seeking to become a member of the city council or is an incumbent member of the city council seeking reelection.
- (2) <u>Committee means any person or combination of persons who directly or indirectly does any of the following: Committee means any person or combination of persons who directly or indirectly do any of the following in connection with supporting or opposing a candidate or candidates for city council or city treasurer:</u>
  - a. Receive<u>s</u> contributions totaling <u>one thousand dollars (\$1,000)</u> <del>\$500.00</del> or more in a calendar year.
  - b. Make<u>s</u> independent expenditures totaling <u>one thousand dollars (\$1,000)</u> <del>\$500.00</del> or more in a calendar year.
  - c. Makes contributions totaling \$5,000.00 or more in a calendar year to or at the behest of candidates or committees. The term "committee", as defined herein also includes any "committee" as defined under Government Code Section 82013 which is organized in accordance with Government Code Sections 84100 through 84109. -

A person or combination of persons that becomes a committee shall retain its status as a committee until such time as that status is terminated pursuant to California Government Code § 84214.

- (3) <u>Contribution means a monetary payment, the donation of goods and/or services or the granting of a discount for goods and/or services. For purposes of valuation under this article the value of a donation of goods or services shall be its face value, if any, or its fair market value in the absence of any face value. The term "contribution" does not include any contribution excluded from the definition of the term "contribution" under the Political Reform Act under under subdivision (c) of Government Code Section 82015 as the same may be amended from time to time.</u>
- (4) <u>Election</u> means any general election, special election or recall election. <u>wherein candidates seek election</u> <u>or re-election to the San Fernando City Council.</u>
- (54) Person shall have the same meaning as set forth under Government Code Section 82047 as the same may be amended from time to time." means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, committee, company, corporation, limited liability corporation, association, and any other organization or group of persons acting in concert.

(Ord. No. 1560, § 1, 1-3-2005; Ord. No. 1663, § 4, 4-3-2017)

### Sec. 2-909. Contribution limitations.

(a) No person or committee shall make <u>a contribution, or series of multiple contributions</u> to any candidate, including the controlled committee of such candidate, <u>that exceeds one thousand dollars a contribution in excess of (\$1,000)500.00</u> either cash or in kind, for any single election at which the candidate is attempting to <u>qualify</u>, or has <u>qualified</u>, to have his or her name appear on the election ballot as a candidate for <u>membership on the San Fernando City Council.</u> be, or is, on the ballot. Additionally, no candidate or <u>candidate's</u> controlled committee <u>of such candidate may shall</u> solicit or accept any contribution<u>or series of</u>

<u>multiple contributions</u> that will cause the amount contributed by the contributor to the candidate or <u>to</u> the <del>candidate's</del>-controlled committee <u>of such candidate to exceed one thousand dollars (\$1,000)</u> to exceed <del>\$500.00 in the aggregate</del> for any single election at which the candidate is attempting to <u>qualify</u>, <u>or has</u> <u>qualified</u>, to have his or her name appear on the election ballot as a candidate for membership on the San <u>Fernando City Council.be</u>, <u>or is</u>, <u>on the ballot</u>.

- (b) The city council may, by resolution, adjust the contribution limit established in subsection (a) <u>of this Section</u> <u>at a City Council meeting held anytime on or between May</u> 1st <u>and June 30th of every even-numbered year</u>, <u>in November of every even numbered year</u>, to reflect <u>the cumulative annual percentage any</u>-increases or decreases in the <u>February California consumer price index since the</u>_last such adjustment<u>.</u> of the <u>contribution limit</u>. Such adjustments shall be rounded to the nearest <u>ten dollar (</u>\$10-00) amount.
- (c) The limitations of this section shall not apply to contributions of a candidate's personal funds to his or her controlled campaign committee on behalf of his or her own candidacy, and shall apply to contributions from the candidate's spouse.
- (d) Candidates with election accounts must open a new account for the next city election in which they are a candidate, and may contribute up to <u>one thousand dollars (\$1,000500).00</u> from the old account into the new account.

(Ord. No. 1560, § 1, 1-3-2005)

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August 19, 2024 Regular CC Mtg



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# AGENDA REPORT

То:	Mayor Celeste T. Rodriguez and Councilmembers
From:	Nick Kimball, City Manager By: Erika Ramirez, Director of Community Development
Date:	August 19, 2024
Subject:	Discussion Regarding a Community Preservation Commercial Property Education Program

## **RECOMMENDATION:**

It is recommended that the City Council:

- a. Discuss the Community Preservation commercial property educational program; and
- b. Provide direction to staff, as necessary.

## BACKGROUND:

- 1. On March 22, 2022, the Beautification Ad Hoc Committee recommended providing educational resources to inform the community of typical violations for property maintenance.
- 2. In July 2022, an illustrative and informative postcard promoting "Help Keep San Fernando Beautiful & Safe" (Attachment "A") was sent to all residential properties to inform the community of conditions on residential private property that are violations of the San Fernando Municipal Code.
- 3. On February 6, 2023, during City Council communication, Mayor Rodriguez expressed interested in receiving a presentation of the Community Preservation process.
- 4. On May 30, 2023, during discussion of the budget proposal for Community Development Department, Councilmember Fajardo requested a discussion of the Community Preservation efforts and the Residential Property Pre-inspection and Report Program.
- 5. On September 5, 2023, during the Community Development update of the Community Preservation efforts, process, and the Residential Property Pre-inspection and Report Program to City Council, Councilmembers Fajardo and Solorio expressed interest in staff providing information regarding City codes applicable to commercial properties and enforcement efforts applying to commercial properties in the same manner as residential.

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6. The Fiscal Year (FY) 2024-2025 Adopted Budget Work Plan included initiating a Commercial Education and Maintenance Campaign for Community Preservation Officers to work with the business community to ensure the beautification of San Fernando's commercial corridors (Strategic Goal II, 4, 5).

### ANALYSIS:

The Community Preservation Division is responsible for enforcing compliance with City ordinances, zoning regulations, and building codes. The Community Preservation Officers (CPOs) are responsible for conducting inspections, responding to complaints, and working closely with residents, property owners, and businesses to address issues related to property maintenance, land use, signage, and other code-related matters. The Community Preservation team plays a crucial role in maintaining the City's quality of life, safety standards, and aesthetic appeal by promoting adherence to City codes and regulations, and by collaborating with participants to resolve violations and promote responsible development and use of properties in the City.

Community Preservation efforts are primarily initiated in two ways: 1) a complaint is received from the public (reactive), or 2) staff observes a possible violation (proactive). Currently, most of the efforts are in response to complaints. However, since 2022, the Community Preservation Division has made significant progress in enhancing the proactive code enforcement approach through residential educational initiatives. This has involved distribution of informative postcards and water bill inserts promoting Help Keep San Fernando Beautiful & Safe, notification of an annual overgrown vegetation abatement program, and community engagement at the Community Academy. Ongoing education of the City Codes to the community has also been a significant focus for the division as it anticipates and prevents violations, ultimately saving valuable resources over time. These efforts have largely focused on residential neighborhoods.

To address City Council interest in Community Preservation efforts in commercial areas of the City, the Community Development Department's FY 2024-2025 Work Plan included an objective to create a commercial education and maintenance program. The goal is for Community Preservation Officers to work with the business community to ensure the beautification of San Fernando's commercial corridors. Additionally, as of May 2024, the Community Preservation Division is fully staffed with three full-time and two part-time CPOs. Consequently, the division has the capacity to advance its progress by extending proactive efforts to the City's commercial corridors.

The City's Community Engagement Framework calls for the Inform approach, providing the public with clear and unbiased information to help them understand the City codes that apply to commercial properties and the enforcement process. This not only demonstrates the City's commitment to raising awareness, ensuring compliance, and fostering a well-informed and responsible community, but also supports the overall economic development and vitality of the City.

### **Discussion Regarding a Community Preservation Commercial Property Education Program** Page 3 of 4

The proposed program will begin with outreach efforts, including distributing an illustrative and informational postcard geared towards commercial properties (Attachment "B" – draft) and distributing it to all businesses and commercial property owners in the City starting January 2, 2025 The City will also host one daytime and one evening community workshop for the business community and commercial property owners regarding code enforcement. These workshops are proposed to be hosted in February 2025. February is proposed as a tentative month to conduct the workshops as the primary audience is the business owners and this will not interfere with the holiday season. In addition, it will allow time to finalize the materials, update the City's Community Preservation website with the appropriate information (https://ci.san-fernando.ca.us/community-development/#community-preservation), and promote the workshops (i.e. postcards, social media, local business groups, and the Business Resource and Community Center (BCRC)).

Starting March 1, 2025, CPOs will shift from conducting informational outreach to conducting walking surveys of the commercial corridors. This will be part of a Citywide Spring cleaning effort as it will coincide with the mailing of the residential postcard as a reminder to residents to trim vegetation after the rains. The walking surveys will be conducted weekly throughout the 2025 calendar year. The purpose of the walking surveys is to identify property maintenance conditions and signage that are in violation of the City's Municipal Code and to provide information on how to correct the violation and apply for a business license, if required. This information will be provided to the business owner in the form of a door hanger that will include the date of the site visit, the existing violation(s), and the date in which the location will be revisited to determine if the violation has been addressed. The door hanger will be left with an informational pamphlet as to how to correct the violation. No citations will be issued during this initial visit.

After the initial canvassing, properties that had violations identified with a door hangar will be revisited after approximately 2 weeks. If the violation(s) are resolved upon re-inspection, the business will be notified and no further action from the CPO will be taken. If the violation(s) has not been resolved upon re-inspection, then a code enforcement case will be initiated and the proactive effort will transition from informational to enforcement.

The goal of the educational program outlined above aims to minimize the number of enforcement cases while significantly enhancing the aesthetics of the commercial corridors.

## **BUDGET IMPACT:**

There is no additional impact to the current fiscal year. Cost of materials and distribution is included in the Fiscal Year 2024-2025 City Budget.

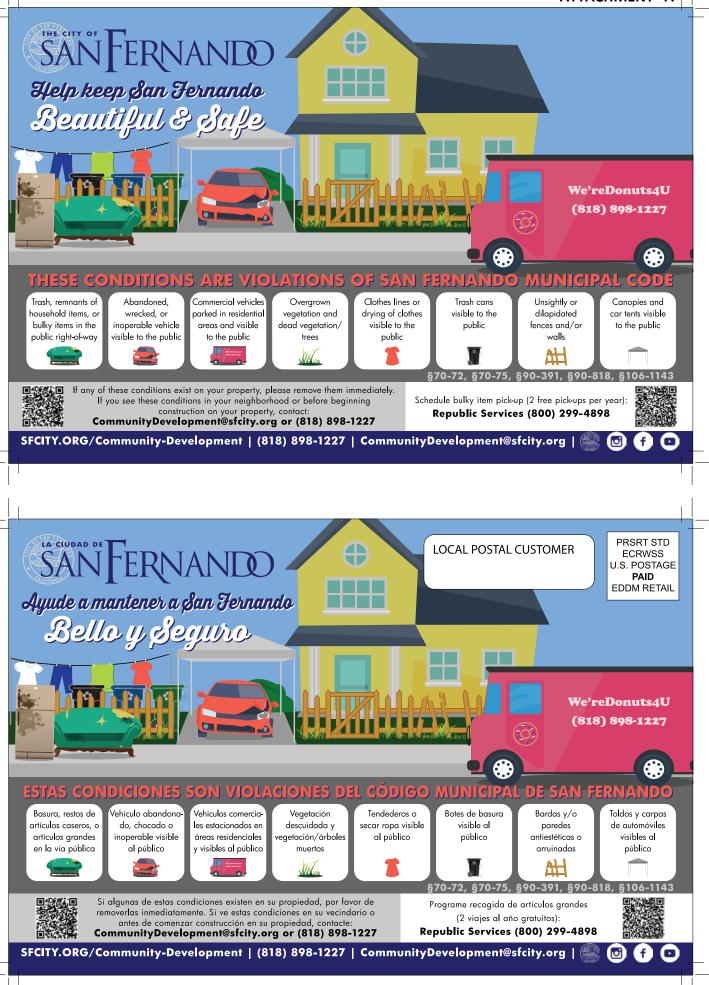
### **Discussion Regarding a Community Preservation Commercial Property Education Program** Page 4 of 4

### CONCLUSION:

It is recommended that the City Council discuss the Community Preservation Commercial Property educational program and provide direction to staff, as necessary.

### **ATTACHMENTS:**

- A. Residential Property Maintenance & Beautification Postcard
- B. DRAFT Fostering San Fernando's Business Excellence Postcard



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# THESE ARE A FEW OF THE MUNICIPAL CODE REQUIREMENTS FOR BUSINESSES



August 19, 2024 Regular CC Mtg



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То:	Mayor Celeste T. Rodriguez and Councilmembers
From:	Nick Kimball, City Manager By: Wendell Johnson, Director of Public Works
Date:	August 19, 2024
Subject:	Presentation of the City's Updated 5-Year Pavement Management Program

#### **RECOMMENDATION:**

It is recommended that the City Council receive and file a report on the updated Pavement Management Program (Attachment "A").

#### BACKGROUND:

- 1. On June 2, 2021, the City received an updated 5-year Pavement Management Program prepared by Omnis Inc.
- 2. On October 12, 2021, the City advertised a Request for Proposals (RFP) soliciting Pavement Engineering Services.
- 3. On December 6, 2021, the City Council approved a five-year Professional Services Agreement with GMU Pavement Engineering Services (GMU) (Contract No. 2046) to provide engineering and construction management services for the City's street and pavement related projects, including preparation of an updated Pavement Management Plan.
- 4. On June 17, 2023, the City Council adopted the Fiscal Year (FY) 2023-2024 Budget, which included funding and work plan objective to initiate an update to the City's 5-year Pavement Management Plan prior to the end of the five-year cycle in 2025.
- 5. In March 2024, the City issued a notice to proceed to GMU to update the City's Pavement Management Program.
- 6. In April 2024, GMU staff conducted a field investigation of City streets and prepared preliminary findings on pavement conditions.
- 7. On June 19, 2024, the City received the updated 5-year Pavement Management Program from GMU.

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#### ANALYSIS:

A Pavement Management Program (PMP) is an essential tool for the City, providing a comprehensive inventory and assessment of the pavement condition of all City's paved streets and alleyways. Conducted on a three-year cycle, the PMP ensures that City staff are well-informed of pavement conditions and serves as a critical planning tool in developing an annual street resurfacing program. The PMP also helps prioritize maintenance and rehabilitation efforts, ensuring that limited resources are allocated efficiently to address the most pressing needs.

As part of the PMP evaluation, GMU conducted a visual survey of each street segment using federal guidelines developed by the Army Corps of Engineers. These guidelines focus on identifying the type, severity, and density of cracking over a section of pavement. A reduction value is determined from these observations and subtracted from a perfect score of 100 to produce the Pavement Condition Index (PCI) for each pavement section. The PCI scoring system is a nationally recognized standard for describing pavement conditions, with rating ranging from 0 to100, categorized as follows:

PCI Range	<b>Condition</b>
86-100	Excellent
71-85	Very Good
56-70	Good
41-55	Fair
26-40	Poor
11-25	Very Poor
0-10	Failed

The City has 50.1 centerline miles of paved surfaces, comprising of 37.7 miles of local streets, 2.1 miles of collector streets, 7.1 miles of arterial streets, and 3.2 miles of alleyways. In 2024, the City's PCI average was 68 for all of its streets and alleyways combined, placing it in the "Good" category. This is an improvement from 2017 and 2020, when the PCI was graded at 62.1 and 64.8, respectively. The City's streets can be grouped into the following broader categories based on their PCI scores:

- PCI 56-100 (Good to Excellent): 65.7% of streets
- PCI 26-55 (Poor to Fair): 28.9% of streets
- PCI 0-25 (Failed to Very Poor): 5.4% of streets

The type of pavement treatment selected depends on the PCI rating and the current condition of the road:

1. **Slurry Seal**: For streets with PCI scores between 60 and 75, slurry seal treatment is recommended. This involves applying a thin layer of asphalt emulsion and aggregate after

filling any cracks. Slurry sealing can add about 10 points to the PCI rating and typically lasts 5 to 7 years. The cost is approximately \$0.27 per square foot, or \$48,500 per centerline mile.

- 2. **Thin Overlay**: Streets with PCI scores between 26 and 59 generally require a thin overlay, which involves grinding off the upper 1.5 to 2 inches of the road surface and paving it with new asphalt. This treatment can bring the PCI rating to 100, at an average cost of \$2.50 per square foot, or \$448,800 per centerline mile.
- 3. **Reconstruction**: Streets with PCI scores below 26 require reconstruction, which involves removing and rebuilding the entire asphalt pavement section. Reconstruction restores the PCI rating to 100, with an average cost of \$7.50 per square foot, or \$1,346,400 per centerline mile.

Note: Average costs include engineering design, inspection, testing, dig-outs, crack-filling, construction management, utility cover adjustments, and concrete gutter/sidewalk repairs adjacent the road.

In 2021, the City began a preventative maintenance program that involved applying a slurry seal to the street over the last few years which increases the life of the roadways. The City is currently in construction of Phase 3 of the Annual Street Resurfacing Project, which involves a three-step slurry process. These are streets that typically require a much more costly overlay treatment that involves cold milling existing asphalt and placement of new asphalt. Instead, this three-step process involves multiple layers of asphalt slurry that help to fill, level, and create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays.

To maximize the centerline miles that can be addressed each year within on available funding, the following steps are recommended through the Pavement Management Plan:

- 1. **Slurry Seal**: Apply preservation treatments to streets within the appropriate PCI range to extend their lifespan.
- 2. **Holding Strategy**: Implement a holding strategy for streets that typically require a thin overlay, but lack sufficient funding for full treatment. This approach buys time for developing a funding strategy and prevents further deterioration.
- 3. **Thin Overlays**: Use thin overlays on streets with newer or planned water main replacements that are approaching the need for reconstruction.
- 4. **Reconstruction**: Begin reconstruction of the most deteriorated streets in the inventory.

#### **Presentation of the City's Updated 5-year Pavement Management Program** Page 4 of 4

Steps 2 and 3 are critical in preventing streets from deteriorating to the point of requiring costly reconstruction while staff examines the condition of water and sewer mains beneath the roads. Step 2, in particular, buys time to develop a funding strategy for replacing these mains and provides better conditions for residents until a thin overlay can be properly applied after future main lines replacements. Implementing these steps will help maintain the City's roads in good condition, optimize the use of available funds, and ensure streets remain safe and accessible for all residents.

Fiscal Year 2024-2025 Annual Resurfacing Plan (Phase 4).

The PMP is essential for the long-term sustainability and safety of the City's streets, and the proposed FY 2024-2025 Street Resurfacing Plan, based on PMP data, will allow the City to manage its pavement infrastructure effectively and enhance the travel experience for residents.

Phase 4 of the Annual Street Resurfacing Project will consist of the following streets, covering 1.08 miles of resurfacing:

Street Name			Length (in miles)	Treatment
Jessie Street	First Street to Fourth Street	37	0.26	3-Step Slurry
Wolfskill Street	First Street to Truman Street	50	0.06	3-Step Slurry
Wolfskill Street	Truman Street to Hollister Street	36	0.20	3-Step Slurry
Wolfskill Street	Hollister Street to South City Limit	34	0.33	3-Step Slurry
O'Melveny Street	S Brand Boulevard to S Maclay Avenue	32	0.13	3-Step Slurry
O'Melveny Street S Maclay Avenue to San Fernando		33	0.10	3-Step Slurry
	Mission Boulevard			

Additional work, including curb and gutter repairs, asphalt dig outs, striping and pavement markings will also be part of the resurfacing project.

#### BUDGET IMPACT:

Funds to prepare the Pavement Management Plan were included in the Adopted FY 2023-2024 Budget. The City has approximately \$1.3 million in funding available for street resurfacing in FY 2024-2025 through the Annual Street Resurfacing Program.

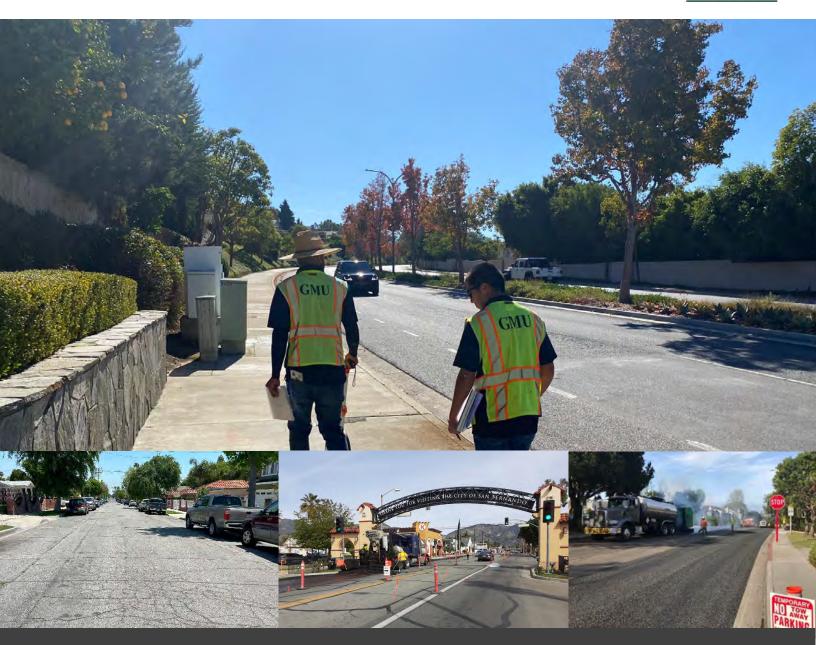
#### CONCLUSION:

It is recommended that this informational report be received and filed.

#### ATTACHMENT:

A. Pavement Management Program Update dated June 2024.





# City of San Fernando, California

# Pavement Management Program 2024 Update

June 19, 2024

GMU Project No. 24-073-00 GMU 30336 Esperanza Rancho Santa Margarita CA 92688

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June 19, 2024

Mr. Kenneth Jones Management Analyst **CITY OF SAN FERNANDO** 117 Macneil Street San Fernando, CA 91340

GMU Project 24-073-00

 Subject:
 2024 Pavement Management Plan (PMP) Update, City of San Fernando, California

Reference:GMU "Technical Proposal to Prepare a Pavement Management System<br/>(PMS) Update for the City of San Fernando," dated March 15, 2024.

Dear Mr. Jones:

GMU is pleased to submit this 2024 Pavement Management Plan (PMP) Update Report for The City of San Fernando, California.

A PMP update was performed per the scope of the referenced proposal to assess the current condition of the City's roadway network and to evaluate a funding level that will help optimize the City's roadway network.

The following scope of work was performed consistent with the referenced proposal:

- Reviewed and updated City's pavement network inventory
- Updated City's pavement maintenance and rehabilitation history
- Performed current pavement surface condition assessments
- Conducted Pavement Condition Index (PCI) analysis
- Performed Maintenance and Rehabilitation (M&R) planning and budgetary analysis
- Prepared this report to summarize our work, findings, and recommendations

Streets are one of the costliest assets a City manages. Implementing the pavement funding recommendations provided in this report will help optimize the condition of the roadway network and reduce the overall life cycle cost of the City's streets. Please note that a PMP report should be considered a "network-level" study. Over time, updates to the pavement management plan will be necessary to re-calibrate the predictions with actual pavement performance and project cost information.

We appreciate the opportunity to provide our services on this project. Should there be any questions, please do not hesitate to contact us at 949-888-6513.

Roger W. Schlierkamp, M.\$c., P.E. Principal / Director of Pavement Engineering

ROGE

Amina Mannan, PhD, PE Senior Engineer



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#### Attachments:

Appendix A – Inventory Report and Current Pavement Condition Summary

- 1. 2024 PCI Ratings Map
- 2. Network PCI by Functional Classification (Alphabetical)
- 3. Network PCI by Descending PCI

Appendix B – Unlimited Budget M&R Planning

# **1. EXECUTIVE SUMMARY**

Maintaining a roadway network constitutes one of the most significant expenses for any city. To maintain its roadway network strategically and methodically, the city of San Fernando conducts routine pavement management plan updates. Beyond monitoring its roadway network condition, this type of study is used to assist policy makers in making decisions on its pavement maintenance funding levels, as well as to comply with the Los Angeles County MTA (METRO) Pavement Management System (PMS) requirements. This report summarizes the findings and conclusions from the city's 2024 PMP Update.

The City is responsible for maintaining a total of approximately 50.1 centerline miles of streets, comprising of approximately 37.7 centerline miles of local streets, 2.1 miles of collector streets, 7.1 miles of arterial streets, and 3.2 miles of alleyways. To monitor and analyze this vast network of streets and pertinent information, the City utilizes PAVER pavement management software. Pavement distress surveys are performed in compliance with the American Society of Testing and Materials standard ASTM D6433, as required by the METRO.

**Table 1** below summarizes the current City of San Fernando network's Pavement Condition Index(PCI) breakdown by functional classification.

Functional Classification	Pavement Area (SF)	Centerline Mileage	Weighted Average PCI
Arterial	2,136,110	7.1	71
Local/Collector	7,364,185	39.8	67
Alleyway	286,990	3.2	57
Total	10,129,285	50.1	68

# Table 1. Network PCI Breakdown by Functional Classification

# **Current Pavement Conditions (PCI)**

The current citywide weighted average Pavement Condition Index (PCI) is 68. The analysis of the City's road network reveals the following condition breakdown:

- Excellent and Very Good: Approximately 62% (by area) of the network
- **Good and Fair:** Approximately 23% of the network
- **Poor to Very Poor:** The remaining 15% of the network

# **Budget Needs and Allocation**

- Identified Needs for Preventative Maintenance, Rehabilitation, and/or Reconstruction:
  - **Current Year:** \$34.5 million
  - Following Biennial Period: \$2.9 million
- Available Funds for Preventative Maintenance, Rehabilitation, and/or Reconstruction:
  - **Current Year:** \$1.1 million
  - Following Biennial Period: \$2.2 million

# **Budget Scenarios**

Based on the current pavement condition and the discrepancy between required and available funds, the following three (3) budget scenarios were evaluated to develop a five-year pavement management plan.

# Scenario 1: Current Funding Level (\$1.1 million per year)

The City's current annual funding level is \$1.1 million per year, equating to a total of \$5.5 million over the next 5 years.

With this funding level, the network PCI is expected to decrease from its current 68 to a PCI of 63 by fiscal year 2028/29. Approximately 58% of the network will be in the "Excellent" and "Very Good" condition categories, 18% will be in the "Good" and "Fair" condition categories, 19% will be in the "Poor" and "Very Poor" condition categories, and 5% of the sections will be in the "Failed" condition category The deferred maintenance will increase from \$34.5 million to \$44.1 million.

## Scenario 2: Maintain Current Network PCI at 68 (\$3.2 million per year)

To maintain the current network PCI at 68, the city would need to fund \$3.2 million annually, equating to a total of \$16 million over the next 5 years.

In this scenario, the street network will consist of approximately 67% of the network will be in the "Excellent" and "Very Good" condition categories, 14% will be in the "Good" and "Fair" condition categories, 14% will be in the "Poor" and "Very Poor" condition categories, and 5% of the sections will be in the "Failed" condition category. The deferred maintenance will decrease from \$34.5 million to \$31.8 million.

# Scenario 3: Increase Network PCI by One Point (\$3.8 million per year)

To increase the current network PCI by one point (i.e., PCI of 69), the City would need to fund \$3.8 million annually, equating to a total of \$19 million over the next 5 years.

In this scenario, the street network will consist of approximately 69% of the network will be in the "Excellent" and "Very Good" condition categories, 13% will be in the "Good" and "Fair" condition categories, 13% will be in the "Poor" and "Very Poor" condition categories, and 5% of the sections will be in the "Failed" condition category. The deferred maintenance will decrease from \$34.5 million to \$28.8 million.

# Scenario 4: Unlimited Budget

To eliminate all the maintenance backlog, the City would need to fund \$34.5 million in one year. Under this scenario, the street network would consist of approximately 41% in "Excellent" condition, 50% in "Very Good" condition, and 9% in "Fair" condition. If all the work is completed

within a year, the city will have no maintenance backlog and the citywide weighted average PCI will be 85.

### **Summary of Recommendations**

Based on the analysis and results of this study, GMU recommends:

- At the current funding level of \$1.1 million annually, the network PCI will degrade by 5 points, and deferred maintenance will increase by about 28%. Consequently, approximately 40% of the streets will have a PCI below 55, indicating a significant decline in road conditions.
- Preferably, increase the funding level to \$3.2 million annually (Scenario 2). This funding level is predicted to allow the network PCI score to remain the same and not degrade, as well as reduce the amount of deferred maintenance. As evident by comparing the funding level of Scenario 2 against Scenario 3, each 1 point of PCI degradation requires an additional annual funding level of \$0.6 M to recover from.
- Preserve streets at higher PCI levels as much as possible, which helps with reducing life cycle costs due to factors such as:
  - Regular maintenance and timely repairs help prevent minor issues from escalating into more severe distresses and more expensive repairs.
  - Roads maintained at higher PCI levels tend to offer longer life, reducing the need for more frequent rehabilitation or reconstruction.
- Continuously monitor construction costs for implementation into future pavement management plan updates.
- Continuously update the Maintenance and Rehabilitation (M&R) history of all the streets in the network.
- When specific streets are identified to be improved, perform project-level studies (coring, lab testing, etc.) to develop site-specific pavement recommendations, in lieu of directly implementing the conceptual treatments identified in this report. This pavement management plan report is developed for planning and funding-level determination purposes. It does not contain or directly consider detailed information such as subgrade condition, in-place pavement layer thicknesses, laboratory test results, etc. when the conceptual treatments are identified.
- Consider incorporating additional pavement maintenance and rehabilitation strategies that reuse in-place materials, such as Full Depth Reclamation (FDR) or Cold Recycled AC, which can help reduce pavement maintenance/repair costs.

# 2. INTRODUCTION

### 2.1. Background

Maintaining a citywide street network is a complex undertaking. It involves many layers of information that can have significant impacts on pavement performance and maintenance cost. Some of these layers of information include:

- **Funding:** The amount of funding impacts the type of repair strategies that can be carried out, the design life of the selected strategy, and how many streets can be maintained or rehabilitated.
- **Pavement age and work history:** The city's streets were constructed at different times and received different maintenances and rehabilitation activities overtime. Differences in age and repairs will impact the pavement's current and future condition.
- **Pavement inventory:** An inventory of streets defines the limits of the study and what the City is responsible for maintaining. Working with a current pavement inventory will also allow for more accurate budget scenario analysis.
- **Historical costs for various types of repairs**: Recent pavement maintenance / rehabilitation costs are reviewed and updated to more accurately budget for future pavement maintenance/rehabilitation costs.
- **Current pavement condition:** To objectively rate the pavement's condition, the roadway is surveyed by OCTA-certified pavement inspectors in accordance with ASTM D 6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys.
- **Predicted pavement condition:** To understand the projected pavement condition, which will differ depending on the amount of available budget.

The above information was identified, analyzed, and summarized into this 2024 Pavement Management Plan Update report. This report should be considered a tool for decision makers to use, when deciding the amount of funding to allocate towards pavement maintenance and rehabilitation.

# 2.2 Scope

As described in our proposal dated March 15, 2024, GMU's scope of work for this project included:

- Reviewing and updating City's pavement network inventory
- Updating City's pavement maintenance and rehabilitation history
- Performing current pavement surface condition assessments
- Conducting pavement Condition Index (PCI) analysis
- Performing maintenance and rehabilitation (M&R) planning and budgetary analysis
- Report preparation to summarize our work, findings, and recommendations

# 3. PAVEMENT MANAGEMENT PLAN (PMP) PROCESS

Pavement management planning is a multi-step and iterative process. The following sections describe the PMP process to outline how it is methodologically approached.

## **3.1 Street Network Inventory and Database**

To evaluate the vast amount of pavement management plan information in an efficient and organized manner, a street network inventory (i.e., database) is first established. This process starts with subdividing the entire roadway network into individual segments or areas, called "sections". A section typically represents a street segment (or individual parking lots), with limits typically defined by intersections. Additional relevant information is added to each section within the database, such as surface area (square feet), work history (last date of sealcoating or mill/overlay), and last pavement inspection date.

Over time, as pavement construction projects are carried out and the pavement's condition changes due to traffic and environmental influences, the database is updated with additional information. The additional information, such as changes to pavement condition index and actual construction costs, helps to further calibrate future pavement condition predictions and construction repair cost estimates.

## **3.2 Pavement Surface Condition Assessments and Pavement Condition Index**

To objectively rate the current condition of the streets and parking lots managed by the community, GMU performed pavement surface condition assessments in general accordance with American Society of Testing and Materials (ASTM) D6433 "Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys". Additionally, GMU personnel that performed the pavement surface condition assessments are certified by Orange County Transportation Authority (OCTA).

To summarize ASTM D6433, this standard test method defines 20 different asphalt concrete pavement distress types and 19 different Portland cement concrete pavement distress types, how to rate and measure them, and how to calculate the Pavement Condition Index (PCI). For asphalt concrete pavements, the 20 different asphalt concrete pavement distress types defined by the test method is summarized as follows:

#### Mr. Kenneth Jones, CITY OF SAN FERNANDO

2024 Pavement Management Plan (PMP) Update, City of San Fernando, California

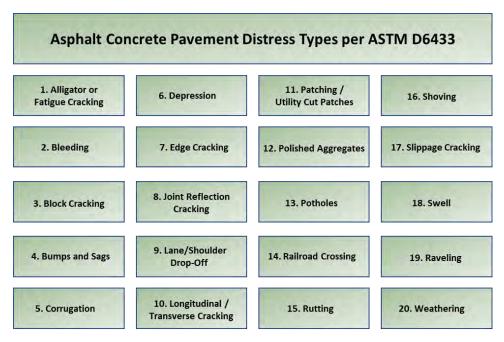


Figure 1. Summary of Asphalt Concrete Pavement Distress Types Defined by ASTM D6433.

For Portland cement concrete pavements, the 19 different pavement distress types defined by the test method is summarized as follows:



Figure 2. Summary of Portland Cement Concrete Pavement Distress Types Defined by ASTM D6433.

Distress types are typically categorized as either load-related or aging-related. Load-related distresses typically develop due to the pavement being inadequately thick for the given traffic loads or excess deformation of the underlying subgrade soil. Examples of load-related distresses include alligator cracking, depressions, and potholes. Aging-related distresses typically develop due to oxidation and stiffening of the asphalt pavement, which leads to increased brittleness and tendency for cracking. Examples of typical aging-related distresses include longitudinal/transverse cracking and block cracking. Some distresses develop due to a combination of both load- and aging-related factors. Additionally, some distress types can worsen and turn into other, more severe distress types. For example, aging- or materials-related distresses, such as longitudinal cracking, can worsen to load-related distress types, such as alligator cracking.

In addition to identifying the distress type, the severity level of the given distress type is also considered (i.e., low, medium, or high typically), as well as the quantity of each distress type (i.e., square foot or linear foot typically).

The type, extent, and severity level of the distresses identified and measured is used to calculate the Pavement Condition Index (PCI). The PCI is on a 0 to 100 rating scale, where new and properly constructed pavements have a PCI of 100 or close to 100. In general, a street with more distresses, greater quantity of distresses, and higher severity level of distresses will have a lower PCI.

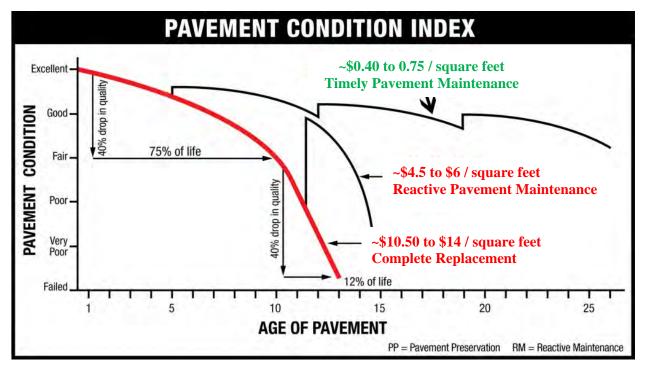
**Table 2** summarizes the various condition categories and corresponding PCI ranges and condition descriptions.

Tuble 2.1 C1 Condition Categories and Description.								
Condition Category	PCI Range	Pavement Condition Description						
Excellent	86-100	Pavement has little or no surface distress.						
Very Good	71 - 85	Pavement has some distresses, with aging-related distresses being dominant.						
Good	<b>Good</b> 56 - 70 Pavement has significant level of distresses, including both load- and aging-related distresses.							
Fair	41 - 55	Pavement has major distresses, including both significant load- and materials-related distresses.						
Poor	26 - 40	Pavement has significant amount of major distresses and is at the end of its service life.						
Very Poor11 - 25Pavement has nearly disintegrated and is at or beyond the end of its service life.								
Failed	0 - 10	Pavement has entirely disintegrated and is beyond the end of its service life.						

Table 2. PCI Condition Categories and Description.

# 3.3 Maintenance and Rehabilitation Strategy Overview

Maintaining pavement networks at a high level of serviceability (i.e., "satisfactory" or "good" condition) reduces the overall life cycle cost of streets. Pavement maintenance treatments (i.e., crack repairs and slurry seal) generally cost approximately \$0.40 to \$0.75 per square foot to perform and helps to preserve the pavement condition by functioning as a "sunblock" for the roadway, resulting in pavement life extension. In contrast, not performing pavement maintenance and instead allowing the pavement to deteriorate to a worse condition leads to more rapid deterioration and shortening of the pavement's life, at which point it will require more robust and costly repairs. A severely deteriorated roadway typically requires complete replacement (i.e., reconstruction) which costs approximately \$10.50 to \$14 per square foot to replace. The following figure illustrates this concept.





As shown by the above figure, performing appropriate and timely pavement maintenance can extend the life of the pavement while also reducing the life cycle cost of the pavement network.

## 4. PAST MAINTENANCE & REHABILITATION (M&R) ACTIVITIES

GMU reviewed the Maintenance and Rehabilitation (M&R) activities (i.e., work history) performed since the last PMP update, and incorporated such activities into the PMP database, using information provided by the City, including:

- Project plans and specifications
- Project limits
- General repair / treatment types
- Approximate work dates
- Construction cost information or bid results

Incorporating the M&R history into the PMP is essential. It improves pavement condition predictions and allows more accurate M&R schedules and estimates to be recommended.

Additionally, absent work history information can lead to discrepancies between the predicted PCI and actual measured PCI.

# 5. CURRENT PAVEMENT CONDITION INDEX (PCI) RESULTS

Pavement surface condition assessments were conducted on April 2024. After completing the inspections, the collected data was entered into PAVER software, and the PCI was calculated for each section.

**Table 3** summarizes the current PCI results and other pertinent information, such as surface area and centerline mileage. Additional current PCI data is presented in **Appendix A**.

Condition	Pavement	Pavement Area						
Category	Surf. Area (SF)	urf. Area (SF) Percentage						
Excellent	1,247,595	12.3%	90					
Very Good	5,047,720	49.8%	79					
Good	1,115,485	11.0%	65					
Fair	1,196,860	11.8%	47					
Poor	894,230	8.8%	34					
Very Poor	<b>Very Poor</b> 620,745		20					
Failed	6,650	0.1%	9					

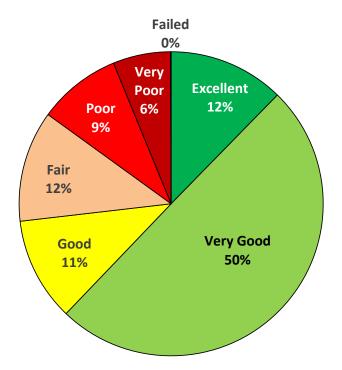
 Table 3. A Breakdown of the Overall Pavement Network by Condition Category

A breakdown of the overall City of San Fernando pavement network by condition category is summarized in **Table 4**.

Condition Category	PCI Range	Network	Percent Area of Total Pavement	Area of Pavement (SF)	Percent Centerline Mileage of Network	Centerline Mileage of Network	
		Arterial	3.2%	323,550		1.1	
Excellent	86-100	Local/Collector	8.4%	854,625	13.1%	4.7	
		Alleyway/Parking	0.7%	69,420		0.7	
<b>T</b> 7		Arterial	11%	1,113,675		3.7	
Very Good	71 - 85	Local/Collector	37.5%	3,796,075	50.6%	20.7	
0000		Alleyway/Parking	1.4%	137,970		0.9	
		Arterial	1.3%	135,275		0.5	
Good	56 - 70	Local/Collector	8%	809,280	10.0%	4.2	
		Alleyway/Parking	1.7%	170,930		0.3	
		Arterial	3.2%	329,050		1.0	
Fair	41 - 55	41 - 55	Local/Collector	7.2%	726,660	10.9%	4.0
		Alleyway/Parking	1.4%	141,150		0.5	
		Arterial	2.2%	224,925		0.7	
Poor	26 - 40	Local/Collector	6.3%	640,805	8.9%	3.5	
		Alleyway/Parking	0.3%	28,500		0.2	
		Arterial	0.1%	9,635		0.1	
Very Poor	11 - 25	Local/Collector	5.3%	536,740	6.4%	2.6	
1001		Alleyway/Parking	0.7%	74,370		0.5	
		Arterial	0%	0		0	
Failed	0 - 10	Local/Collector	0%	0	0.1%	0	
		Alleyway/Parking	0.1%	6,650		0.1	
		TOTAL	100%	10,129,285	100%	50.1	

Table 4. A Breakdown	of the Overall Pavemer	nt Network hv	Condition Category
Table 7. A Dicakuowii	of the Overall I avenue	IL INCLWOIK DY	Condition Category.

A graphical representation of the pavement condition breakdown by PCI condition category is shown in **Figure 4**.



# San Fernando Pavement Network

Figure 4. Pavement Condition Breakdown (by surface area).

# 6. MAINTENANCE/REHABILITATION STRATEGY

The following conceptual pavement repair strategies are utilized for the budget-scenario analysis presented in **Section 7** of this report.

• Pavements in **"excellent"** or **"very good"** condition category are typically identified for **maintenance**, which generally consists of **crack repairs and slurry seal**.

For optimal performance, slurry seals are applied on streets in "very good" condition to help preserve the condition of the roadway. These treatments help seal minor surface cracks as well as serve as a protective surface membrane, acting as "sunblock" for the roadway surface. When properly applied and on a suitable-condition pavement surface, slurry seals typically last approximately 5 to 7 years.

Pavement maintenance treatments applied on streets that are in unsuitable condition (worse than "very good") will result in reduced performance of the treatment and protection of the underlying structural pavement section.

• Over time, as the pavement ages and deteriorates, its condition will worsen to a "good" condition; and maintenance treatments will no longer be sufficient. At this stage, the pavement will exhibit signs of significant aging-related distresses and some load-related

distresses, such as alligator cracking.

Streets that deteriorate to this condition are typically identified for **rehabilitation**, which generally consists of performing a **2-inch or 3-inch thick mill-and-overlay, with a pavement reflective cracking limiting system** to reduce pavement reflective cracking propagation potential. Localized areas of repair (i.e., patches) may also be required to address localized areas of load-related (i.e., alligator cracked) distresses. Mill-and-overlays are typically performed once every 15 to 20 years.

• **Reconstruction**: If streets are deteriorating more rapidly than expected or if maintenance maintenance/rehabilitation is neglected, they can deteriorate to a "poor" or worse condition category.

Streets that deteriorate to this condition are typically identified for **reconstruction**, which generally includes performing **full-depth reclamation or remove-and-replace reconstruction**.

When establishing the unit costs, which are used for budget scenario analysis as described in **Section 7** of this report, GMU reviewed and considered past pavement project costs in the City of San Fernando. We recommend re-calibrating the unit cost values with the actual pavement repair costs to be received when future projects are executed. Changes to the unit costs used in the analysis will influence the results of the budget scenario analysis presented in **Section 7 Budget Scenario Analysis and Results.** 

# 7. BUDGET SCENARIOS ANALYSIS AND RESULTS

Various "what if" scenarios were analyzed to determine the resulting budget needs or resulting pavement condition for the considered budget scenario. Three (3) budget scenarios were analyzed, summarized as follows:

- Scenario 1 Current Funding Scenario
- Scenario 2 Maintain Network Condition at Current PCI of 68
- Scenario 3 Improve Network Condition by One Point (i.e., PCI of 69)
- Scenario 4 Unlimited Budget

An analysis period of 5 years was considered for each scenario to help with future budgeting purposes and setting expectations for pavement performance.

All Cities have a defined budget for pavement maintenance and repairs. Repairs that are required based on the roadway's condition but cannot be afforded, due to budget limitations, are referred to as deferred maintenance. The cost of the deferred maintenance that cannot be performed due to funding limitations is referred to as unfunded backlog.

Deferring more maintenance over time will eventually lead to increased frequency of additional maintenance or emergency repairs, as well as complaints from users. Deferring maintenance will also increase future repair costs because it is more costly to repair streets in poorer condition.

# 7.1 Scenario 1 – Current Funding Scenario

The current allocated budget for City of San Fernando roadway rehabilitation projects is \$1.1 million.

Approximately 58% of the network will be in the "Excellent" and "Very Good" condition categories, 18% will be in the "Good" and "Fair" condition categories, 19% will be in the "Poor" and "Very Poor" condition categories, and 5% of the sections will be in the "Failed" condition category. The deferred maintenance will increase to \$44.1 million by year fiscal year 2028/29.

Based on this funding scenario, the network PCI is expected to decrease from its current 68 to a PCI of 63 by fiscal year 2028/29. Although a 5-point PCI reduction may seem relatively insignificant at initial glance, see Section 7.3 - Scenario 3 to compare the funding level needed to increase the network PCI by just 1 point for additional context (\$3.8 million annual budget required for Scenario 3).

The following **Figure 5** summarizes the resulting pavement condition index and the unfunded backlog.

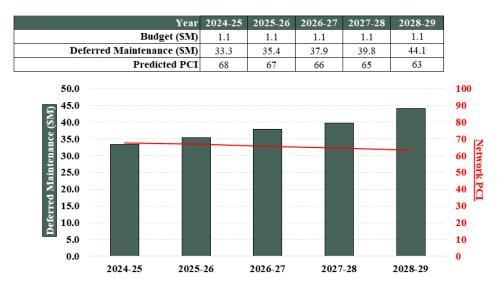


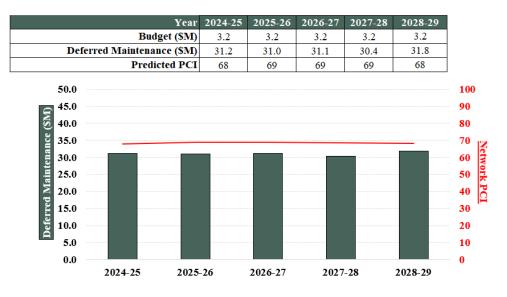
Figure 5. Scenario 1 – Current Funding Scenario.

# 7.2 Scenario 2 – Maintain Network Condition at Current PCI (PCI = 68)

To maintain the current network PCI at 68, the City would need to fund \$3.2 million annually over the next five years. The total required budget over the next 5 years for this scenario is \$16 million.

In this scenario, the street network will consist of approximately 67% of the network will be in the "Excellent" and "Very Good" condition categories, 14% will be in the "Good" and "Fair" condition categories, 14% will be in the "Poor" and "Very Poor" condition categories, and 5% of the sections will be in the "Failed" condition category. The deferred maintenance will decrease to \$31.8 million.

The following **Figure 6** summarizes the resulting pavement condition index and the unfunded backlog.



#### Figure 6. Scenario 2 - Maintain Network Condition at Current PCI (PCI = 68).

7.3 Scenario 3 – Improve Network Condition by One Point (i.e., PCI of 69)

To increase the current network PCI by one point (i.e., PCI of 69) at the end of year 5, the City would need to fund \$3.8 million annually. In this scenario, the street network will consist of approximately of the network will be in the "Excellent" and "Very Good" condition categories, 13% will be in the "Good" and "Fair" condition categories, 13% will be in the "Poor" and "Very Poor" condition categories, and 5% of the sections will be in the "Failed" condition category. The deferred maintenance will decrease to \$28.8 million.

This funding level also points the deferred maintenance cost towards the right direction, by reducing it from approximately \$30.7 million today to \$28.8 million by 2028-29.

The following **Figure 7** summarizes the resulting pavement condition index and the unfunded backlog.

#### Mr. Kenneth Jones, CITY OF SAN FERNANDO

2024 Pavement Management Plan (PMP) Update, City of San Fernando, California

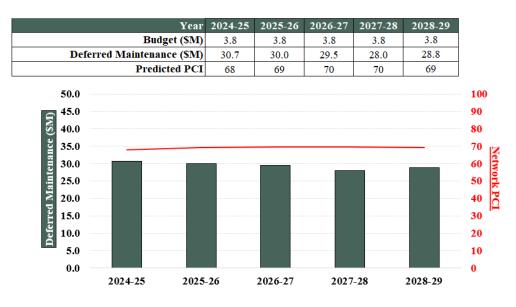


Figure 7. Scenario 3 – Improve Network Condition by One Point (PCI = 69).

## 7.4 Scenario 4 – Unlimited Budget

The unlimited budget scenario outlines the total budget required to repair and maintain the City's entire street network within one year. The city's current backlog for preventative maintenance, rehabilitation, and/or reconstruction is approximately \$34.5 million. Under this scenario, the street network would comprise approximately 41% in "Excellent" condition, 50% in "Very Good" condition, and 9% in "Fair" condition. A detailed summary of the work type and associated costs is presented in **Appendix B**.

The following **Figure 8** summarizes the resulting pavement condition index and the unfunded backlog.

#### Mr. Kenneth Jones, CITY OF SAN FERNANDO

2024 Pavement Management Plan (PMP) Update, City of San Fernando, California

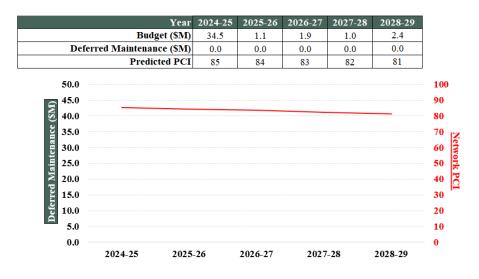


Figure 8. Scenario 4 – Unlimited Budget at year 1.

# 8. LIMITATIONS

Please note, the recommendations presented within this report are based on a visual assessment of the pavement surface and a network-level evaluation (i.e., birds-eye review of the pavement surface condition). The actual rate of pavement deterioration may differ from the predicted rate warranting modifications and updates to the network-level conceptual pavement maintenance/rehabilitation recommendations may be necessary over time (i.e., traffic exceeding pavement design, variable and undetectable subsurface conditions, construction variability, etc.).

Additional project-level analysis and preparation of project plans and specifications is recommended for each year's actual pavement construction project.

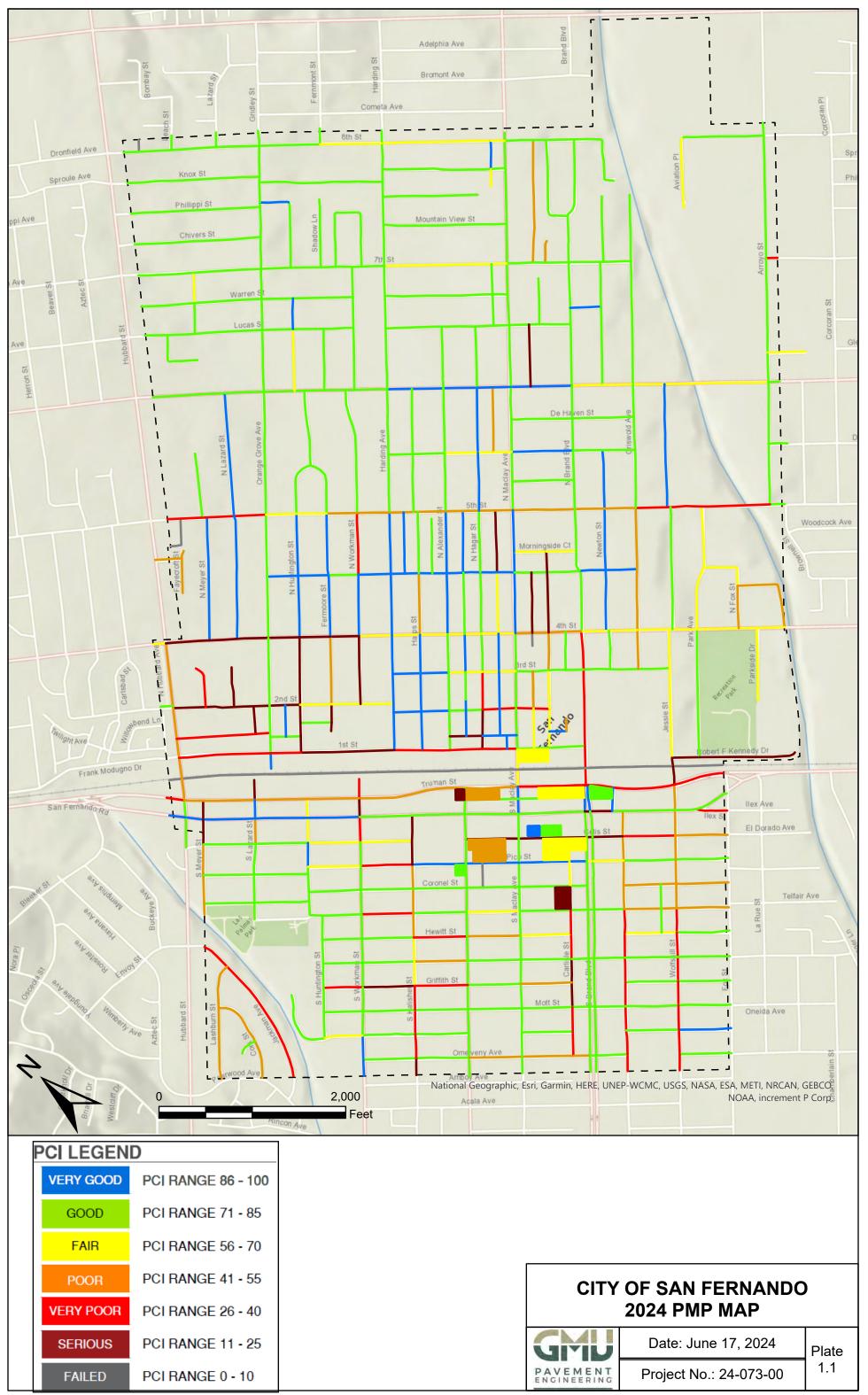
All parties reviewing or utilizing this report should recognize that the findings, conclusions, and recommendations presented represent the results of our professional engineering efforts and judgments.

No other warranty, either expressed or implied, is made as to the conclusions and recommendations contained in this letter. This report has been prepared for the exclusive use of the City of San Fernando in accordance with generally accepted pavement engineering practices.

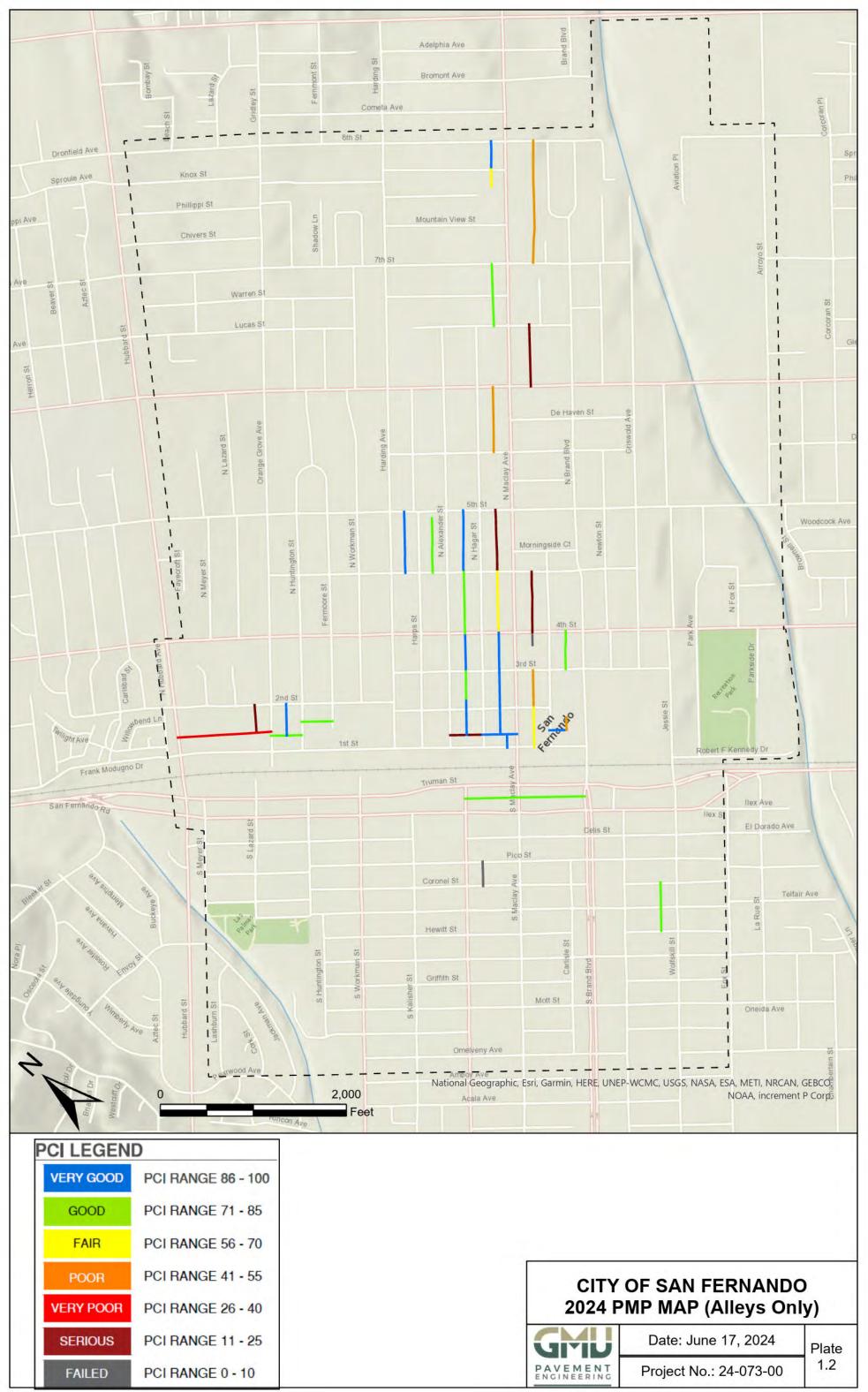
# Appendix A

# Inventory Report and Current Pavement Condition Summary

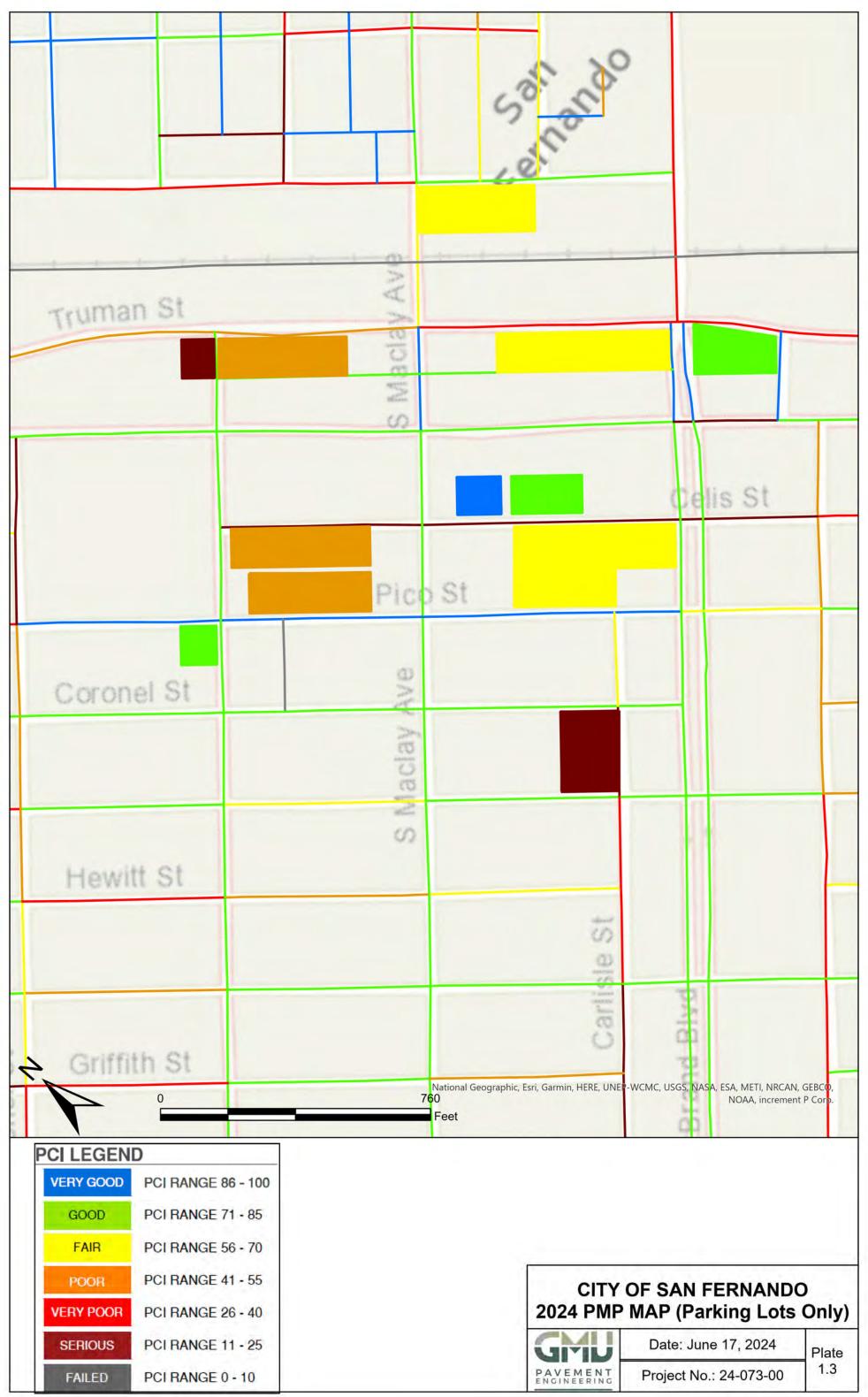




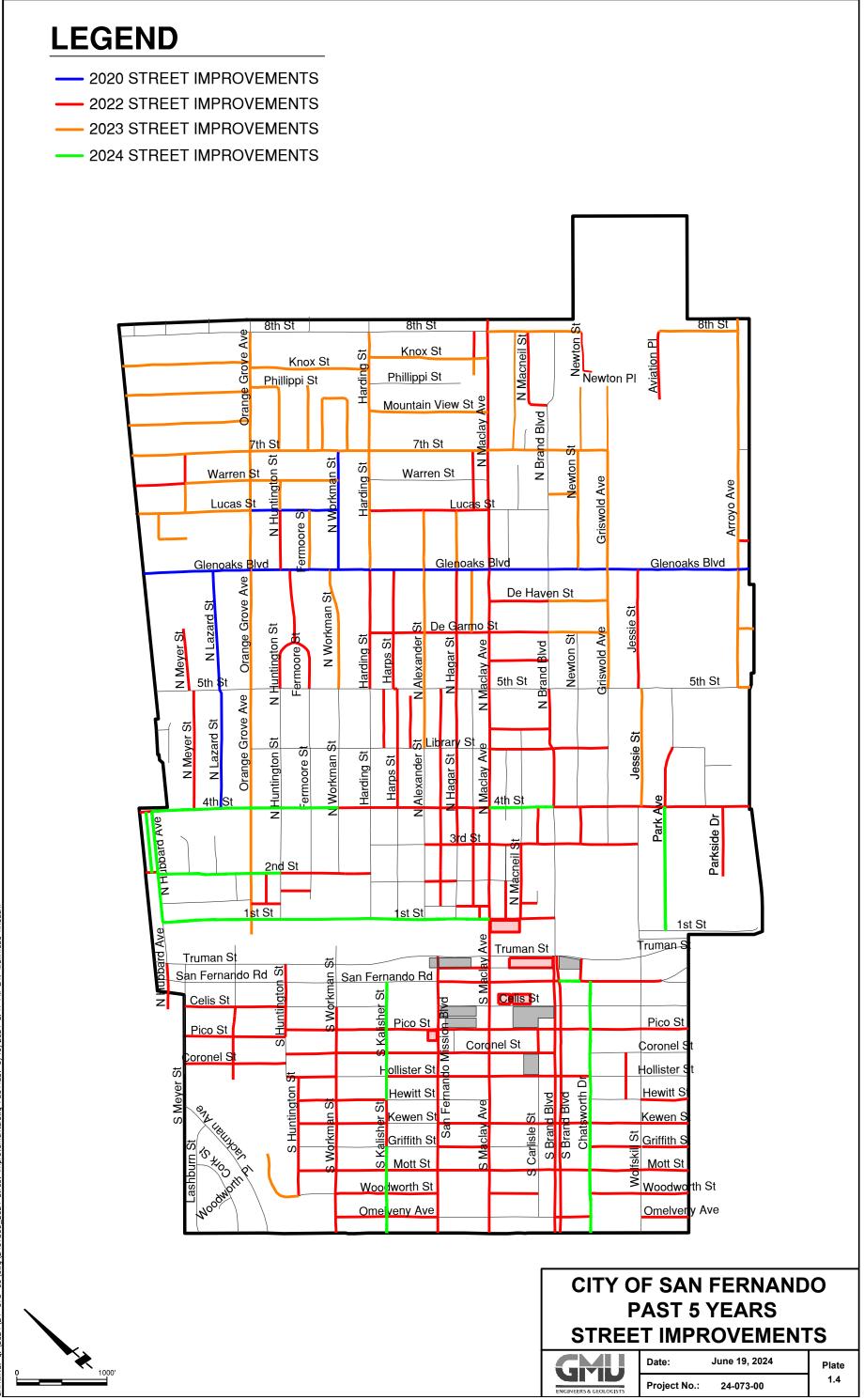
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# **Current Pavement Condition Summary**

# (Functional Classifications & Alphabetical)



# Appendix A City of San Fernando 2024 Pavement Management Plan Update Section Inventory and Current Pavement Condition (Arterial Network)

BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
BRANBL	BRAND BOULEVARD	04	S/S FOURTH ST	N/S TRUMAN ST	4	1625	53	85125	Α	AC	zne4	4/2/2024	40
BRANBL	BRAND BOULEVARD	05	S/S TRUMAN ST	N/S SAN FERNANDO RD	4	245	60	13200	Α	AC	zne6	4/2/2024	94
BRANBL	BRAND BOULEVARD	06	S/S SAN FERNANDO RD	N/S KEWEN ST	4	1550	95	128450	Α	AC	zne6	4/2/2024	82
BRANBL	BRAND BOULEVARD	07	N/S KEWEN ST	CITY LIMITS SOUTH	4	1250	95	97950	Α	AC	zne6	4/2/2024	82
GLENOBL	GLENOAKS BOULEVARD	01	W/S ARROYO AVE	W/S BRAND BL	4	2100	56	113600	А	AAC	zne2	4/4/2024	70
GLENOBL	GLENOAKS BOULEVARD	02	W/S BRAND BL	W/S MACLAY AVE	4	625	56	35000	Α	AAC	zne2	4/4/2024	86
GLENOBL	GLENOAKS BOULEVARD	03	W/S MACLAY AVE	W/S HARDING AVE	4	1325	56	74100	Α	AAC	zne1	4/4/2024	87
GLENOBL	GLENOAKS BOULEVARD	04	W/S HARDING AVE	W/S ORANGE GROVE AVE	4	1350	56	75600	Α	AAC	zne1	4/4/2024	79
GLENOBL	GLENOAKS BOULEVARD	05	W/S ORANGE GROVE AVE	E/S HUBBARD ST	5	1325	56	74200	Α	AAC	zne1	4/4/2024	84
GLENOBL	GLENOAKS BOULEVARD	06	E/S ARROYO AVE	CITY LIMITS EAST	6	125	65	8125	Α	AAC	zne2	4/4/2024	80
HUBBAV	HUBBARD AVENUE	01	CITY LIMITS SOUTH	S/S SAN FERNANDO RD	2	290	30	8700	Α	AAC	zne5	4/9/2024	85
HUBBAV	HUBBARD AVENUE	02	S/S SAN FERNANDO RD	N/S TRUMAN ST	5	260	58	15080	Α	AC	zne5	4/9/2024	79
HUBBAV	HUBBARD AVENUE	03	N/S TRUMAN ST	S/S FOURTH ST	5	1700	66	111550	Α	AC	zne3	4/9/2024	50
MACLST	MACLAY STREET	01	NORTH CITY LIMITS	N/S SEVENTH ST	4	1465	56	82040	Α	AC	zne2	4/2/2024	79
MACLST	MACLAY STREET	02	N/S SEVENTH ST	N/S GLENOAKS BL	4	1325	56	73800	Α	AC	zne2	4/2/2024	84
MACLST	MACLAY STREET	03	S/S GLENOAKS BL	S/S FIFTH ST	4	1325	56	74200	Α	AC	zne4	4/2/2024	80
MACLST	MACLAY STREET	04	S/S FIFTH ST	N/S FOURTH ST	4	1295	56	72520	Α	AC	zne4	4/2/2024	86
MACLST	MACLAY STREET	05	S/S FOURTH ST	N/S FIRST ST	3	1200	56	64200	Α	AC	zne4	4/2/2024	78
MACLST	MACLAY STREET	06	N/S FIRST ST	N/S TRUMAN ST	3	405	55	21675	Α	AC	zne6	4/2/2024	70
MACLST	MACLAY STREET	07	N/S TRUMAN ST	S/S SAN FERNANDO RD	5	340	50	17000	Α	AC	zne6	4/2/2024	88
MACLST	MACLAY STREET	08	S/S SAN FERNANDO RD	N/S KEWEN ST	2	1560	35	54600	Α	AC	zne6	4/2/2024	84
SAFEMBL	SAN FERNANDO MISSION BL	01	S/S TRUMAN ST	S/S PICO ST	5	800	56	44800	Α	AC	zne5	4/8/2024	75
SAFEMBL	SAN FERNANDO MISSION BL	02	S/S PICO ST	CITY LIMITS SOUTH	4	2250	56	126000	Α	AC	zne5	4/8/2024	76
SANFERD	SAN FERNANDO ROAD	01	E/S HUBBARD AVE	W/S WORKMAN ST	4	1835	58	106430	Α	AAC	zne5	4/9/2024	88
SANFERD	SAN FERNANDO ROAD	02	W/S WORKMAN ST	W/S SAN FERNANDO MISSION	4	1135	55	62425	Α	AAC	zne5	4/9/2024	75
SANFERD	SAN FERNANDO ROAD	03	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	515	47	24205	Α	AC	zne5	4/9/2024	80
SANFERD	SAN FERNANDO ROAD	04	E/S MACLAY AVE	W/S BRAND BL	2	675	47	31725	Α	AC	zne6	4/9/2024	78
SANFERD	SAN FERNANDO ROAD	05	E/S BRAND BL	W/S KITTRIDGE ST	2	205	47	9635	Α	AC	zne6	4/9/2024	20
SANFERD	SAN FERNANDO ROAD	06	W/S KITTRIDGE ST	CITY LIMITS EAST	4	1275	53	67575	Α	AC	zne6	4/9/2024	82
SANFERD	SAN FERNANDO ROAD	07	W/S HUBBARD AVE	CITY LIMITS WEST	5	100	53	5300	Α	AAC	zne6	4/9/2024	93
TRUMST	TRUMAN STREET	01	E/S HUBBARD AVE	W/S WORKMAN ST	4	1850	60	111000	Α	AC	zne5	4/8/2024	46
TRUMST	TRUMAN STREET	02	W/S WORKMAN ST	E/S MACLAY AVE	5	1775	60	106500	Α	AC	zne5	4/8/2024	42
TRUMST	TRUMAN STREET	03	E/S MACLAY AVE	W/S FOX ST	5	2225	60	133500	Α	AC	zne6	4/8/2024	37
TRUMST	TRUMAN STREET	04	W/S HUBBARD AVE	CITY LIMITS WEST	5	105	60	6300	Α	AC	zne5	4/8/2024	35



# Appendix A City of San Fernando 2024 Pavement Management Plan Update Section Inventory and Current Pavement Condition (Collector Network)

BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
ARROST	ARROYO STREET	01	N/S 5TH ST	S/S GLENOAKS BL	2	1295	39	50505	C	AC	zne4	4/4/2024	76
ARROST	ARROYO STREET	02	N/S GLENOAKS BL	S/S BORDEN AVE	2	1295	36	46620	C	AC	zne2	4/11/2024	79
BRANBL	BRAND BOULEVARD	02	S/S SEVENTH ST	N/S GLENOAKS BL	2	1295	35	45325	C	AAC	zne2	4/2/2024	78
ILEXAV	ILEX AVENUE	01	W/S FOX ST	S/S SAN FERNANDO RD	2	165	39	6435	C	PCC	zne6	4/10/2024	37
KITTST	KITTRIDGE STREET	01	N/S SAN FERNANDO RD	S/S TRUMAN ST	2	205	38	7790	C	AC	zne6	4/8/2024	92
MACLST	MACLAY STREET	09	N/S KEWEN ST	CITY LIMITS SOUTH	2	1250	35	43750	C	AC	zne6	4/2/2024	82
ORGRAV	ORANGE GROVE AVENUE	01	NORTH CITY LIMIT	S/S EIGHTH ST	2	155	35	5425	C	AC	zne1	4/3/2024	84
ORGRAV	ORANGE GROVE AVENUE	01A	S/S EIGHTH ST	N/S SEVENTH ST	2	1465	35	51275	C	AC	zne1	4/3/2024	71
ORGRAV	ORANGE GROVE AVENUE	03	S/S GLENOAKS BL	N/S FIFTH ST	2	1295	35	45325	C	AC	zne3	4/3/2024	79
ORGRAV	ORANGE GROVE AVENUE	04	S/S FIFTH ST	N/S FOURTH ST	2	1295	35	45325	C	AC	zne3	4/3/2024	80
ORGRAV	ORANGE GROVE AVENUE	05	S/S FOURTH ST	N/S FIRST ST	2	1195	35	41825	C	AC	zne3	4/3/2024	76



# Appendix A City of San Fernando 2024 Pavement Management Plan Update Section Inventory and Current Pavement Condition (Local Network)

											ENGINEERING		
BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
ALEXST	ALEXANDER STREET	01	S/S LUCAS ST	N/S GLENOAKS BL	2	630	33	20790	E	AC	zne1	4/5/2024	80
ALEXST	ALEXANDER STREET	02	S/S GLENOAKS BL	N/S FIFTH ST	2	1285	33	42405	E	AC	zne3	4/5/2024	83
ALEXST	ALEXANDER STREET	03	S/S FIFTH ST	N/S LIBRARY ST	2	645	33	21285	E	AC	zne3	4/5/2024	91
ALEXST	ALEXANDER STREET	04	S/S LIBRARY ST	N/S FOURTH ST	2	640	33	21120	E	AAC	zne3	4/5/2024	91
ALEXST	ALEXANDER STREET	05	S/S FOURTH ST	N/S FIRST ST	2	1215	33	40095	E	AAC	zne3	4/5/2024	85
ARROST	ARROYO STREET	03	S/S BORDEN AVE	S/S EIGHTH ST	3	1325	64	84800	E	AC	zne2	4/11/2024	85
AVIAPL	AVIATION PLACE	01	S/S EIGHTH ST	CDS	2	895	39	38305	E	AC	zne2	4/11/2024	66
BORDAV	BORDEN AVENUE	01	E/S ARROYO AVE	CITY LIMITS EAST	2	125	35	4375	E	AC	zne2	4/11/2024	32
BRANBL	BRAND BOULEVARD	01	S/S EIGHTH ST	N/S SEVENTH ST	2	1330	33	43890	E	AAC	zne2	4/2/2024	79
BRANBL	BRAND BOULEVARD	03	S/S LIBRARY ST	N/S FOURTH ST	2	625	33	20625	E	AC	zne4	4/2/2024	85
BRANBL	BRAND BOULEVARD	08	N/S LIBRARY ST	S/S FIFTH ST	2	635	33	20955	E	AC	zne4	4/2/2024	85
BRANBL	BRAND BOULEVARD	09	N/S FIFTH ST	S/S GLENOAKS BL	2	1285	32	41120	E	AC	zne4	4/2/2024	77
CARLIST	CARLISLE STREET	01	S/S PICO	N/S CORONEL	2	225	26	5850	E	AC	zne6	4/8/2024	70
CARLIST	CARLISLE STREET	02	S/S CORONEL ST	N/S HOLLISTER ST	2	225	26	5850	E	AC	zne6	4/8/2024	17
CARLIST	CARLISLE STREET	03	S/S HOLLISTER ST	N/S KEWEN ST	2	495	30	14850	E	AC	zne6	4/8/2024	32
CARLIST	CARLISLE STREET	04	S/S KEWEN ST	N/S MOTT ST	2	495	28	13860	E	AC	zne6	4/8/2024	23
CARLIST	CARLISLE STREET	05	S/S MOTT ST	N/S O'MELVENY ST	2	495	28	13860	E	AC	zne6	4/8/2024	30
CELIST	CELIS STREET	01	E/S MEYER ST	W/S HUNTINGTON ST	2	1100	36	39600	E	AC	zne5	4/9/2024	80
CELIST	CELIS STREET	02	W/S HUNTINGTON ST	W/S KALISHER ST	2	1145	33	37785	E	AC	zne5	4/9/2024	61
CELIST	CELIS STREET	03	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	525	39	20475	E	AC	zne5	4/9/2024	25
CELIST	CELIS STREET	04	E/S MACLAY AVE	W/S BRAND BL	2	700	39	27300	E	AC	zne6	4/9/2024	25
CELIST	CELIS STREET	05	E/S BRAND BL	W/S CHATSWORTH DR	2	295	39	11505	E	AC	zne6	4/9/2024	19
CELIST	CELIS STREET	06	E/S CHATSWORTH DR	W/S WOLFSKILL ST	2	535	39	20865	E	PCC	zne6	4/9/2024	27
CELIST	CELIS STREET	07	E/S WOLFSKILL ST	W/S FOX ST	2	535	39	20865	E	PCC	zne6	4/9/2024	52
CHATSDR	CHATSWORTH DRIVE	01	S/S SAN FERNANDO RD	N/S CELIS ST	2	225	36	8100	E	AC	zne6	4/8/2024	45
CHATSDR	CHATSWORTH DRIVE	02	N/S CELIS ST	S/S HOLLISTER ST	2	835	40	33400	E	AC	zne6	4/8/2024	42
CHATSDR	CHATSWORTH DRIVE	03	S/S HOLLISTER ST	CITY LIMITS SOUTH	2	1735	39	67665	E	AC	zne6	4/8/2024	34
CHIVST	CHIVERS STREET	01	E/S HUBBARD ST	W/S ORANGE GROVE ST	2	1495	35	52325	E	AC	zne1	4/2/2024	80
CORKST	CORK STREET	01	N/S PEARWOOD AVE	E/S LASHBURN ST	2	975	27	26325	E	AC	zne5	4/10/2024	41
COROST	CORONEL STREET	01	E/S MEYER ST	W/S HUNTINGTON ST	2	1100	33	36300	E	AC	zne5	4/9/2024	75
COROST	CORONEL STREET	02	E/S HUNTINGTON ST	W/S WORKMAN ST	2	535	33	17655	E	AC	zne5	4/9/2024	76
COROST	CORONEL STREET	03	E/S WORKMAN ST	W/S KALISHER ST	2	535	33	17655	E	AC	zne5	4/9/2024	79
COROST	CORONEL STREET	04	E/S KALISHER ST	W/S SAN FERNANDO MISSION	2	535	33	17655	E	AC	zne5	4/9/2024	79
COROST	CORONEL STREET	05	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	535	34	18190	E	AC	zne5	4/9/2024	81
COROST	CORONEL STREET	06	E/S MACLAY AVE	W/S BRAND BL	2	695	35	24325	E	AC	zne6	4/9/2024	80
COROST	CORONEL STREET	07	E/S CHATWORTH DR	W/S WOLFSKILL ST	2	535	33	17655	E	AC	zne6	4/9/2024	55
COROST	CORONEL STREET	08	E/S WOLFSKILL ST	W/S FOX ST	2	535	33	17655	E	AC	zne6	4/9/2024	50



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BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
DEFOST	DE FOE STREET	01	W/S BRAND BL	END - NEAR MACLAY AVE	2	600	35	21000	E	AC	zne4	4/8/2024	71
DEGAST	DE GARMO STREET	01	W/S GRISWOLD AVE	E/S BRAND BL	2	625	36	22500	E	AC	zne4	4/5/2024	79
DEGAST	DE GARMO STREET	02	W/S BRAND BL	E/S MACLAY AVE	2	625	36	22500	E	AC	zne4	4/5/2024	86
DEGAST	DE GARMO STREET	03	W/S MACLAY AVE	E/S HAGAR ST	2	325	32	10400	E	AC	zne3	4/5/2024	58
DEGAST	DE GARMO STREET	04	W/S HAGAR ST	E/S ALEXANDER ST	2	325	33	10725	E	AC	zne3	4/5/2024	59
DEGAST	DE GARMO STREET	05	W/S ALEXANDER ST	E/S HARPS ST	2	325	31	10075	E	AC	zne3	4/5/2024	74
DEGAST	DE GARMO STREET	06	W/S HARPS ST	E/S HARDING ST	2	225	31	6975	E	AC	zne3	4/5/2024	71
DEGAST	DE GARMO STREET	07	E/S ARROYO AVE	CITY LIMITS EAST	2	125	33	4125	E	AC	zne4	4/11/2024	83
DEHAST	DE HAVEN STREET	01	W/S GRISWOLD AVE	E/S BRAND BL	2	625	33	20625	E	AC	zne4	4/5/2024	81
DEHAST	DE HAVEN STREET	02	W/S BRAND BL	END - NEAR MACLAY AVE	2	625	36	22500	E	AC	zne4	4/5/2024	84
DONGLAV	DONNAGLEN AVENUE	01	E/S FAYECROFT AVE	END	2	275	33	9075	E	AC	zne1	4/5/2024	82
EIGHST	EIGHTH STREET	01	W/S ARROYO AVE	W/S AVIATION PL	2	900	39	35100	E	AC	zne2	4/11/2024	79
EIGHST	EIGHTH STREET	02	E/S NEWTON PL	E/S MACLAY AVE	2	1050	33	34650	E	AC	zne2	4/2/2024	81
EIGHST	EIGHTH STREET	03	W/S MACLAY ST	E/S HARDING ST	2	1295	33	42735	E	AAC	zne1	4/2/2024	58
EIGHST	EIGHTH STREET	04	W/S HARDING AVE	E/S FERNMONT ST	2	625	33	20625	E	AAC	zne1	4/2/2024	56
EIGHST	EIGHTH STREET	05	E/S FERNMONT ST	E/S ORANGE GROVE AVE	2	665	33	21945	E	AAC	zne1	4/2/2024	83
EIGHST	EIGHTH STREET	06	W/S ORANGE GROVE AVE	W/S LEACH ST	2	900	33	29700	E	AAC	zne1	4/2/2024	72
EIGHST	EIGHTH STREET	07	W/S LEACH ST	E/S HUBBARD ST	2	675	35	23625	E	AAC	zne1	4/2/2024	72
FAYEST	FAYECROFT STREET	01	S/S LUCAS ST	N/S DONNAGLEN	2	315	33	10395	E	AC	zne1	4/5/2024	79
FAYEST	FAYECROFT STREET	02	CDS	END	2	525	32	18300	E	AC	zne3	4/10/2024	52
FERMOST	FERMONT STREET	01	N/S EIGHTH ST	CITY LIMIT NORTH	2	125	32	4000	E	AAC	zne1	4/2/2024	80
FERMDR	FERMOORE DRIVE	01	W/S WORKMAN ST	W/S FERMOORE ST	2	315	35	11025	E	AC	zne1	4/2/2024	77
FERMST	FERMOORE STREET	01	S/S FERMOORE DR	N/S SEVENTH ST	2	545	35	19075	E	AC	zne1	4/2/2024	75
FERMST	FERMOORE STREET	02	S/S LUCAS ST	N/S GLENOAKS BL	2	615	33	20295	E	AC	zne1	4/5/2024	76
FERMST	FERMOORE STREET	03	E/S HUNTINGTON ST	N/S FIFTH ST	2	585	33	19305	E	AC	zne3	4/5/2024	73
FERMST	FERMOORE STREET	04	S/S FIFTH ST	N/S LIBRARY ST	2	625	35	21875	E	AAC	zne3	4/5/2024	87
FERMST	FERMOORE STREET	05	S/S LIBRARY ST	N/S FOURTH ST	2	625	35	21875	E	AAC	zne3	4/5/2024	92
FERMST	FERMOORE STREET	06	S/S FOURTH ST	N/S SECOND ST	2	685	35	23975	E	AC	zne3	4/5/2024	49
FERMST	FERMOORE STREET	07	S/S SECOND ST	CDS	2	295	33	11235	E	AC	zne3	4/5/2024	15
FIFTST	FIFTH STREET	01	E/S HUBBARD ST	E/S ORANGE GROVE AVE	2	1250	31	38750	E	AC	zne3	4/4/2024	35
FIFTST	FIFTH STREET	02	E/S ORANGE GROVE AVE	E/S FERMOORE ST	2	650	31	20150	E	AC	zne3	4/4/2024	64
FIFTST	FIFTH STREET	03	E/S FERMOORE ST	E/S HARDING AVE	2	675	36	24300	E	AC	zne3	4/4/2024	53
FIFTST	FIFTH STREET	04	E/S HARDING AVE	W/S MACLAY AVE	2	1275	39	49725	E	AC	zne3	4/4/2024	53
FIFTST	FIFTH STREET	05	E/S MACLAY AVE	W/S GRISWOLD AVE	2	1295	37	47915	E	AC	zne4	4/4/2024	42
FIFTST	FIFTH STREET	06	W/S GRISWOLD AVE	W/S ARROYO AVE	2	1450	37	50650	E	AC	zne4	4/4/2024	36
FIFTST	FIFTH STREET	07	E/S ARROYO AVE	CITY LIMITS EAST	2	150	37	5550	E	AC	zne4	4/4/2024	81
FIRSST	FIRST STREET	01	W/S BRAND AVE	E/S MACLAY AVE	2	675	44	29700	E	AC	zne4	4/3/2024	72



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BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
FIRSST	FIRST STREET	02	W/S MACLAY AVE	W/S HARDING AVE	2	1320	44	58080	E	AC	zne3	4/3/2024	26
FIRSST	FIRST STREET	03	W/S HARDING AVE	E/S HUNTINGTON ST	2	950	40	38000	E	AC	zne3	4/3/2024	17
FIRSST	FIRST STREET	04	E/S HUNTINGTON ST	E/S HUBBARD AVE	2	1325	40	53000	E	AC	zne3	4/3/2024	30
FIRSST	FIRST STREET	05	E/S JESSIE ST	END	2	1345	62	83390	E	AC	zne4	4/10/2024	21
FOURST	FOURTH STREET	01	CITY LIMITS EAST	E/S PARK AVE	2	925	40	37000	E	AC	zne4	4/4/2024	67
FOURST	FOURTH STREET	02	E/S PARK AVE	E/S BRAND BL	2	1250	36	45000	E	AC	zne4	4/4/2024	67
FOURST	FOURTH STREET	03	W/S BRAND BL	E/S MACLAY AVE	2	675	37	24975	E	AC	zne4	4/4/2024	52
FOURST	FOURTH STREET	04	W/S MACLAY AVE	W/S WORKMAN ST	2	1675	37	61975	E	AC	zne3	4/4/2024	70
FOURST	FOURTH STREET	05	W/S WORKMAN ST	E/S HUBBARD ST	2	2050	37	75850	E	AC	zne3	4/4/2024	20
FOURST	FOURTH STREET	06	W/S HUBBARD ST	CITY LIMITS WEST	2	125	32	4000	E	AC	zne3	4/4/2024	69
FOXST	FOX STREET	01	N/S FOURTH ST	N/S LIBRARY ST	2	660	39	25740	E	AC	zne4	4/4/2024	43
GLENCDR	GLENCREST DRIVE	01	E/S ARROYO AVE	CITY LIMITS EAST	2	125	40	5000	E	AC	zne2	4/11/2024	64
GRIFST	GRIFFITH STREET	01	W/S FOX ST	E/S WOLFSKILL ST	2	525	33	17325	E	AC	zne6	4/10/2024	76
GRIFST	GRIFFITH STREET	02	W/S WOLFSKILL ST	E/S CHATSWORTH DR	2	525	35	18375	E	AC	zne6	4/10/2024	75
GRIFST	GRIFFITH STREET	03	W/S CARLISLE ST	E/S MACLAY AVE	2	515	33	16995	E	AC	zne6	4/10/2024	49
GRIFST	GRIFFITH STREET	04	W/S MACLAY AVE	E/S SAN FERNANDO MISSION	2	525	33	17325	E	AC	zne5	4/10/2024	71
GRIFST	GRIFFITH STREET	05	W/S SAN FERNANDO MISSION	E/S KALISHER ST	2	525	33	17325	E	AC	zne5	4/10/2024	30
GRIFST	GRIFFITH STREET	06	W/S KALISHER ST	E/S WORKMAN ST	2	525	34	17850	E	AC	zne5	4/10/2024	17
GRIFST	GRIFFITH STREET	07	W/S WORKMAN ST	E/S HUNTINGTON ST	2	385	33	12705	E	AC	zne5	4/10/2024	35
GRISAV	GRISWOLD AVENUE	01	N/S THIRD ST	S/S FOURTH ST	2	385	33	12705	E	AC	zne4	4/3/2024	46
GRISAV	GRISWOLD AVENUE	02	N/S FOURTH ST	S/S FIFTH ST	2	1295	33	42735	E	AC	zne4	4/3/2024	44
GRISAV	GRISWOLD AVENUE	05	N/S FIFTH ST	S/S GLENOAKS BL	2	1295	33	42735	E	AC	zne4	4/3/2024	77
GRISAV	GRISWOLD AVENUE	06	N/S GLENOAKS BL	END	2	2050	33	67650	E	AC	zne2	4/3/2024	79
HAGAST	HAGAR STREET	01	N/S FIRST ST	S/S SECOND ST	2	385	36	13860	E	AC	zne3	4/5/2024	12
HAGAST	HAGAR STREET	02	N/S SECOND ST	N/S THIRD ST	2	425	36	15300	E	AC	zne3	4/5/2024	31
HAGAST	HAGAR STREET	03	N/S THIRD ST	S/S FOURTH ST	2	375	31	11625	E	AC	zne3	4/5/2024	82
HAGAST	HAGAR STREET	04	N/S FOURTH ST	S/S FIFTH ST	2	1280	31	39680	E	AC	zne3	4/5/2024	85
HAGAST	HAGAR STREET	05	N/S FIFTH ST	S/S GLENOAKS BL	2	1270	31	39370	E	AC	zne3	4/5/2024	87
HAGAST	HAGAR STREET	06	N/S GLENOAKS BL	S/S LUCAS ST	2	625	33	20625	E	AC	zne1	4/5/2024	81
HARDST	HARDING STREET	01	CITY LIMIT NORTH	N/S EIGHTH ST	2	125	32	4000	E	AAC	zne1	4/3/2024	74
HARDST	HARDING STREET	02	N/S EIGHTH ST	N/S SEVENTH ST	2	1350	32	43200	E	AC	zne1	4/3/2024	81
HARDST	HARDING STREET	03	S/S SEVENTH ST	N/S GLENOAKS ST	2	1300	33	42900	E	AC	zne1	4/3/2024	75
HARDST	HARDING STREET	04	S/S GLENOAKS ST	N/S FIFTH ST	2	1300	33	42900	E	AC	zne3	4/3/2024	81
HARDST	HARDING STREET	05	S/S FIFTH ST	N/S FOURTH ST	2	1285	37	47545	E	AAC	zne3	4/3/2024	91
HARDST	HARDING STREET	06	S/S FOURTH ST	N/S FIRST ST	2	1195	37	44215	E	AC	zne3	4/3/2024	93
HARPST	HARPS STREET	01	S/S GLENOAKS BL	S/S DE GARMO ST	2	690	37	25530	E	AC	zne3	4/5/2024	84
HARPST	HARPS STREET	02	S/S DE GARMO ST	N/S FIFTH ST	2	585	35	20475	Ē	AC	zne3	4/5/2024	74



BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
HARPST	HARPS STREET	03	S/S FIFTH ST	S/S LIBRARY ST	2	655	27	17685	E	AC	zne3	4/5/2024	82
HARPST	HARPS STREET	04	S/S LIBRARY ST	N/S FOURTH ST	2	625	30	18750	E	AC	zne3	4/5/2024	50
HARPST	HARPS STREET	05	S/S FOURTH ST	N/S FIRST ST	2	1195	30	35850	E	AAC	zne3	4/5/2024	93
HEWIST	HEWITT STREET	01	E/S HUNTINGTON ST	W/S WORKMAN ST	2	390	33	12870	E	AC	zne5	4/10/2024	79
HEWIST	HEWITT STREET	02	E/S WORKMAN ST	W/S KALISHER ST	2	525	32	16800	E	AC	zne5	4/10/2024	83
HEWIST	HEWITT STREET	03	E/S KALISHER ST	W/S SAN FERNANDO MISSION	2	525	33	17325	E	AC	zne5	4/10/2024	34
HEWIST	HEWITT STREET	04	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	525	36	18900	E	AC	zne5	4/10/2024	45
HEWIST	HEWITT STREET	05	E/S MACLAY AVE	W/S CARLISLE ST	2	515	36	18540	E	AC	zne6	4/10/2024	60
HEWIST	HEWITT STREET	06	E/S CHATSWORTH DR	W/S WOLFSKILL ST	2	525	36	18900	E	AC	zne6	4/10/2024	58
HEWIST	HEWITT STREET	07	E/S WOLFSKILL ST	W/S FOX ST	2	525	33	17325	E	AC	zne6	4/10/2024	74
HOLLST	HOLLISTER STREET	01	W/S FOX ST	W/S WOLFSKILL ST	2	520	36	18720	E	PCC	zne6	4/9/2024	53
HOLLST	HOLLISTER STREET	02	W/S WOLFSKILL ST	E/S CHATSWORTH DR	2	520	36	18720	E	PCC	zne6	4/9/2024	52
HOLLST	HOLLISTER STREET	03	W/S CHATSWORTH ST	E/S BRAND BL	2	295	36	10620	E	AC	zne6	4/9/2024	80
HOLLST	HOLLISTER STREET	04	W/S BRAND BL	E/S CARLISLE ST	2	150	35	5250	E	AC	zne6	4/9/2024	74
HOLLST	HOLLISTER STREET	05	E/S CARLISLE ST	E/S MACLAY AVE	2	540	35	18900	E	AC	zne6	4/9/2024	76
HOLLST	HOLLISTER STREET	06	W/S MACLAY AVE	E/S SAN FERNANDO MISSION BL	2	525	35	18375	E	AC	zne5	4/9/2024	66
HOLLST	HOLLISTER STREET	07	W/S SAN FERNANDO MISSION	E/S KALISHER ST	2	525	31	16275	E	AC	zne5	4/9/2024	79
HOLLST	HOLLISTER STREET	08	W/S KALISHER ST	E/S WORKMAN ST	2	525	31	16275	E	AC	zne5	4/9/2024	39
HOLLST	HOLLISTER STREET	09	W/S WORKMAN ST	E/S HUNTINGTON ST	2	520	33	17160	E	AC	zne5	4/9/2024	72
HUNTST	HUNTINGTON STREET	01	S/S WOODWORTH ST	S/S HOLLISTER ST	2	1325	36	47700	E	AC	zne5	4/8/2024	76
HUNTST	HUNTINGTON STREET	02	N/S HOLLISTER ST	N/S PICO ST	2	450	36	16200	E	AC	zne5	4/8/2024	85
HUNTST	HUNTINGTON STREET	03	N/S PICO ST	S/S CELIS ST	2	295	37	10915	E	AC	zne5	4/8/2024	88
HUNTST	HUNTINGTON STREET	04	N/S CELIS ST	S/S SAN FERNANDO RD	2	220	37	8140	E	AC	zne5	4/8/2024	64
HUNTST	HUNTINGTON STREET	05	N/S SAN FERNANDO RD	S/S TRUMAN ST	2	140	35	4900	E	AC	zne5	4/8/2024	65
HUNTST	HUNTINGTON STREET	06	S/S FOURTH ST	N/S FIRST ST	2	1195	36	43020	E	AC	zne3	4/3/2024	25
HUNTST	HUNTINGTON STREET	07	S/S LIBRARY ST	N/S FOURTH ST	2	620	34	21080	E	AAC	zne3	4/3/2024	93
HUNTST	HUNTINGTON STREET	08	S/S FIFTH ST	N/S LIBRARY ST	2	630	34	21420	E	AAC	zne3	4/3/2024	94
HUNTST	HUNTINGTON STREET	09	E/S FERMOORE ST	N/S FIFTH ST	2	605	33	19965	E	AC	zne3	4/3/2024	75
HUNTST	HUNTINGTON STREET	10	S/S GLENOAKS BL	N/S FERMOORE ST	2	765	33	25245	E	AC	zne3	4/3/2024	78
HUNTST	HUNTINGTON STREET	11	S/S LUCAS ST	N/S GLENOAKS BL	2	615	35	21525	E	AC	zne1	4/3/2024	70
HUNTST	HUNTINGTON STREET	12	S/S WARREN ST	N/S LUCAS ST	2	295	35	10325	E	AC	zne1	4/3/2024	89
HUNTST	HUNTINGTON STREET	13	N/S SEVENTH ST	N/S PHILLIPPI ST	2	700	35	24500	E	AC	zne1	4/2/2024	80
JACKAV	JACKMAN AVENUE	01	N/S PEARWOOD AVE	E/S HUBBARD AVE	2	2200	27	59400	E	AC	zne5	4/10/2024	40
JESSST	JESSIE STREET	01	N/S FIRST ST	S/S FOURTH ST	2	1375	37	50875	E	AC	zne4	4/4/2024	61
JESSST	JESSIE STREET	02	N/S FOURTH ST	S/S FIFTH ST	2	1275	37	47175	E	AC	zne4	4/4/2024	79
JESSST	JESSIE STREET	03	S/S GLENOAKS BL	N/S FIFTH ST	2	1275	39	49725	E	AC	zne4	4/4/2024	95
KALIST	KALISHER STREET	01	CITY LIMITS SOUTH	N/S O'MELVENY ST	2	215	33	7095	E	AC	zne5	4/8/2024	22



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BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
KALIST	KALISHER STREET	02	N/S O'MELVENY ST	N/S GRIFFITH ST	2	780	33	25740	E	AC	zne5	4/8/2024	31
KALIST	KALISHER STREET	03	N/S GRIFFITH ST	S/S HEWITT ST	2	485	33	16005	E	AC	zne5	4/8/2024	67
KALIST	KALISHER STREET	04	S/S HEWITT ST	S/S PICO ST	2	780	33	25740	E	AC	zne5	4/8/2024	49
KALIST	KALISHER STREET	05	S/S PICO ST	S.S SAN FERNANDO RD	2	515	33	16995	E	AC	zne5	4/8/2024	25
KEWEAV	KEWEN AVENUE	01	W/S FOX ST	E/S WOLFSKILL ST	2	525	33	17325	E	AC	zne6	4/10/2024	84
KEWEAV	KEWEN AVENUE	02	W/S WOLFSKILL ST	E/S CHATSWORTH DR	2	525	33	17325	E	AC	zne6	4/10/2024	83
KEWEAV	KEWEN AVENUE	03	W/S CHATSWORTH DR	E/S BRAND BL	2	295	35	10325	E	AC	zne6	4/10/2024	78
KEWEAV	KEWEN AVENUE	04	W/S BRAND BL	E/S MACLAY AVE	2	690	35	24150	E	AC	zne6	4/10/2024	74
KEWEAV	KEWEN AVENUE	05	W/S MACLAY AVE	E/S SAN FERNANDO MISSION	2	525	35	18375	E	AC	zne5	4/10/2024	75
KEWEAV	KEWEN AVENUE	06	W/S SAN FERNANDO MISSION	E/S KALISHER ST	2	525	36	18900	E	PCC	zne5	4/10/2024	42
KEWEAV	KEWEN AVENUE	07	W/S KALISHER ST	E/S WORKMAN ST	2	525	33	17325	E	AC	zne5	4/10/2024	82
KEWEAV	KEWEN AVENUE	08	W/S WORKMAN ST	E/S HUNTINGTON ST	2	390	33	12870	E	AC	zne5	4/10/2024	76
KNOXST	KNOX STREET	01	E/S HUBBARD ST	W/S ORANGE GROVE ST	2	1575	35	55125	E	AC	zne1	4/2/2024	77
KNOXST	KNOX STREET	02	E/S ORANGE GROVE AVE	W/S HARDING ST	2	1285	35	44975	E	AC	zne1	4/2/2024	81
KNOXST	KNOX STREET	03	E/S HARDING AVE	W/S MACLAY AVE	2	1285	35	44975	E	AC	zne1	4/2/2024	83
LASHST	LASHBURN STREET	01	S/S JACKMAN AE	N/S PEARWOOD AVE	2	1225	27	33075	E	AC	zne5	4/10/2024	41
LAZAST	LAZARD STREET	01	S/S GLENOAKS BL	N/S FIFTH ST	2	1275	35	44625	E	AAC	zne3	4/5/2024	93
LAZAST	LAZARD STREET	02	N/S FOURTH ST	S/S FIFTH ST	2	1285	36	46260	E	AAC	zne3	4/5/2024	92
LAZAST	LAZARD STREET	03	N/S SECOND ST	CDS	2	440	34	16160	E	AC	zne3	4/4/2024	21
LAZAST	LAZARD STREET	04	END - NORTH	N/S TRUMAN ST	2	185	35	6475	E	AC	zne5	4/9/2024	12
LAZAST	LAZARD STREET	05	S/S TRUMAN ST	N/S SAN FERNANDO RD	2	135	35	4625	E	PCC	zne5	4/9/2024	92
LAZAST	LAZARD STREET	06	S/S SAN FERNANDO RD	N/S CELIS ST	2	225	36	8100	E	AC	zne5	4/9/2024	44
LAZAST	LAZARD STREET	07	S/S CELIS ST	N/S PICO ST	2	295	35	10325	E	AC	zne5	4/9/2024	71
LAZAST	LAZARD STREET	08	S/S PICO ST	N/S CORONEL ST	2	265	35	9275	E	AC	zne5	4/9/2024	74
LAZAST	LAZARD STREET	09	S/S CORONEL ST	END AT PARKING	1	130	33	4290	E	AC	zne5	4/9/2024	73
LAZAST	LAZARD STREET	10	N/S EIGHTH ST	CITY LIMITS NORTH	2	175	33	5775	E	AAC	zne1	4/2/2024	78
LEACST	LEACH STREET	01	N/S EIGHTH ST	CITY LIMIT NORTH	2	170	33	5610	E	AAC	zne1	4/2/2024	77
LIBRST	LIBRARY STREET	01	E/S ORANGE GROVE AVE	W/S FERMOORE ST	2	620	35	21700	E	AAC	zne3	4/8/2024	91
LIBRST	LIBRARY STREET	02	W/S FERMOORE ST	W/S WORKMAN ST	2	320	33	10560	E	AAC	zne3	4/8/2024	84
LIBRST	LIBRARY STREET	03	E/S WORKMAN ST	W/S HARDING ST	2	310	33	10230	E	AAC	zne3	4/8/2024	94
LIBRST	LIBRARY STREET	04	E/S HARDING AVE	W/S HARPS ST	2	265	27	7155	E	AAC	zne3	4/8/2024	93
LIBRST	LIBRARY STREET	05	E/S HARPS ST	W/S ALEXANDER ST	2	270	27	7290	E	AAC	zne3	4/8/2024	95
LIBRST	LIBRARY STREET	06	E/S ALEXANDER ST	W/S HAGAR ST	2	330	27	8910	E	AAC	zne3	4/8/2024	92
LIBRST	LIBRARY STREET	07	E/S HAGAR ST	W/S MACLAY AVE	2	315	27	8505	E	AAC	zne3	4/8/2024	93
LIBRST	LIBRARY STREET	08	E/S MACLAY AVE	W/S BRAND BL	2	650	25	16250	E	AC	zne4	4/8/2024	76
LIBRST	LIBRARY STREET	09	E/S BRAND BL	W/S GRISWOLD AVE	2	525	32	16800	E	AC	zne4	4/8/2024	93
LIBRST	LIBRARY STREET	10	E/S PARK ST	W/S FOX ST	2	325	39	12675	E	AC	zne4	4/10/2024	61



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BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
LIBRST	LIBRARY STREET	11	E/S FOX ST	END	2	425	37	15725	E	AC	zne4	4/10/2024	45
LUCAST	LUCAS STREET	01	W/S NEWTON ST	E/S BRAND BL	2	295	34	10030	E	AC	zne2	4/5/2024	90
LUCAST	LUCAS STREET	02	W/S BRAND BL	E/S MACLAY AVE	2	615	35	21525	E	AAC	zne2	4/5/2024	83
LUCAST	LUCAS STREET	03	W/S MACLAY AVE	END	2	925	33	30525	E	AC	zne1	4/5/2024	76
LUCAST	LUCAS STREET	04	W/S WORKMAN ST	E/S ORANGE GROVE AVE	2	940	35	32900	E	AAC	zne1	4/5/2024	72
LUCAST	LUCAS STREET	05	W/S ORANGE GROVE AVE	E/S HUBBARD ST	2	1385	36	49860	E	AC	zne1	4/5/2024	78
MACNST	MACNEIL STREET	01	S/S EIGHTH ST	W/S BRAND BL	2	980	33	32340	E	AC	zne2	4/5/2024	74
MACNST	MACNEIL STREET	02	N/S SEVENTH ST	CDS	2	250	29	8350	E	AC	zne2	4/3/2024	51
MACNST	MACNEIL STREET	03	N/S LUCAS ST	END	2	480	33	15840	E	AAC	zne2	4/3/2024	83
MACNST	MACNEIL STREET	04	N/S FIRST ST	N/S THIRD ST	2	825	48	39600	E	AC	zne4	4/3/2024	67
MACNST	MACNEIL STREET	05	N/S THIRD ST	S/S FOURTH ST	2	375	33	12375	E	AC	zne4	4/3/2024	47
MACNST	MACNEIL STREET	06	N/S FOURTH ST	S/S LIBRARY ST	2	620	33	20460	E	AC	zne4	4/3/2024	15
MACNST	MACNEIL STREET	07	N/S LIBRARY ST	S/S MORNINGSIDE CT	2	170	27	4590	E	AC	zne4	4/3/2024	19
MEYEST	MEYER STREET	01	S/S SEVENTH ST	S/S WARREN ST	2	345	33	11385	E	AC	zne1	4/5/2024	69
MEYEST	MEYER STREET	02	S/S WARREN ST	N/S LUCAS ST	2	280	35	9800	E	AC	zne1	4/5/2024	79
MEYEST	MEYER STREET	03	N/S FIFTH ST	CDS	2	705	33	24765	E	AC	zne3	4/5/2024	76
MEYEST	MEYER STREET	04	S/S FIFTH ST	N/S FOURTH ST	2	1285	35	44975	E	AAC	zne3	4/5/2024	95
MEYEST	MEYER STREET	05	N/S SECOND ST	CDS	2	420	34	15780	E	AC	zne3	4/4/2024	26
MEYEST	MEYER STREET	06	S/S TRUMAN ST	N/S SAN FERNANDO RD	2	140	35	4900	E	AC	zne5	4/9/2024	12
MEYEST	MEYER STREET	07	S/S SAN FERNANDO RD	N/S CELIS ST	2	220	36	7920	E	AC	zne5	4/9/2024	12
MEYEST	MEYER STREET	08	N/S CELIS ST	END	2	770	34	26180	E	AC	zne5	4/9/2024	46
MORSICT	MORNINGSIDE COURT	01	E/S MACLAY AVE	W/S BRAND BL	2	625	30	20150	E	AC	zne4	4/8/2024	70
MOTTST	MOTT STREET	01	E/S HUNTINGTON ST	W/S WORKMAN ST	2	385	35	13475	E	AC	zne5	4/10/2024	77
MOTTST	MOTT STREET	02	E/S WORKMAN ST	W/S KALISHER ST	2	525	32	16800	E	AC	zne5	4/10/2024	78
MOTTST	MOTT STREET	03	E/S KALISHER ST	W/S SAN FERNANDO MISSION	2	525	34	17850	E	AC	zne5	4/10/2024	81
MOTTST	MOTT STREET	04	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	520	36	18720	E	AC	zne5	4/10/2024	83
MOTTST	MOTT STREET	05	E/S MACLAY AVE	W/S BRAND BL	2	695	36	25020	E	AC	zne6	4/10/2024	82
MOTTST	MOTT STREET	06	E/S BRAND BL	W/S CHATSWORTH DR	2	295	32	9440	E	AC	zne6	4/10/2024	79
MOTTST	MOTT STREET	07	E/S CHATSWORTH DR	W/S WOLFSKILL ST	2	525	33	17325	E	AC	zne6	4/10/2024	83
MOTTST	MOTT STREET	08	E/S WOLFSKILL ST	W/S FOX ST	2	520	32	16640	E	AC	zne6	4/10/2024	81
MTVIST	MOUNTAIN VIEW STREET	01	W/S MACLAY AVE	E/S HARDING AVE	2	1295	35	45325	E	AC	zne1	4/2/2024	84
NEWTPL	NEWTON PLACE	01	E/S NEWTON ST	CDS	2	115	33	5295	E	AC	zne2	4/11/2024	75
NEWTST	NEWTON STREET	01	S/S EIGHTH ST	S/S NEWTON PL	2	470	33	16510	E	AC	zne2	4/2/2024	79
NEWTST	NEWTON STREET	02	N/S SEVENTH ST	END	2	700	27	18900	E	AC	zne2	4/3/2024	81
NEWTST	NEWTON STREET	03	S/S SEVENTH ST	N/S GLENOAKS BL	2	1275	33	42075	E	AC	zne2	4/3/2024	74
NEWTST	NEWTON STREET	04	S/S DE GARMO ST	N/S FIFTH ST	2	590	33	19470	E	AAC	zne4	4/3/2024	93
NEWTST	NEWTON STREET	05	S/S FIFTH ST	N/S LIBRARY ST	2	620	33	20460	E	AAC	zne4	4/3/2024	92



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BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
NEWTST	NEWTON STREET	06	S/S LIBRARY ST	N/S FOURTH ST	2	625	33	20625	E	AAC	zne4	4/3/2024	95
NEWTST	NEWTON STREET	07	S/S FOURTH ST	N/S THIRD ST	2	380	33	12540	E	AC	zne4	4/3/2024	79
OMELST	O'MELVENY STREET	01	W/S CHATSWORTH DR	E/S BRAND BL	2	295	37	10915	E	AC	zne6	4/10/2024	76
OMELST	O'MELVENY STREET	02	W/S BRAND BL	E/S MACLAY AVE	2	695	32	22240	E	AC	zne6	4/10/2024	47
OMELST	O'MELVENY STREET	03	W/S MACLAY AVE	E/S SAN FERNANDO MISSION	2	520	33	17160	E	AC	zne5	4/10/2024	46
OMELST	O'MELVENY STREET	04	W/S SAN FERNANDO MISSION	E/S KALISHER ST	2	525	33	17325	E	AC	zne5	4/10/2024	73
OMELST	O'MELVENY STREET	05	W/S KALISHER ST	E/S WORKMAN ST	2	525	33	17325	E	AC	zne5	4/10/2024	76
OMELST	O'MELVENY STREET	06	E/S WOLFSKILL ST	W/S FOX ST	2	525	32	16800	E	AC	zne6	4/10/2024	79
ORGRAV	ORANGE GROVE AVENUE	02	S/S SEVENTH ST	N/S GLENOAKS BL	2	1295	33	42735	E	AC	zne1	4/3/2024	79
ORGRAV	ORANGE GROVE AVENUE	06	S/S FIRST ST	END	2	135	33	4455	E	AC	zne3	4/3/2024	87
PARKAV	PARK AVENUE	01	S/S FIFTH ST	N/S FOURTH ST	2	1295	37	47915	E	AC	zne4	4/4/2024	56
PARKAV	PARK AVENUE	02	S/S FOURTH ST	N/S FIRST ST	2	1350	67	82350	E	AC	zne4	4/4/2024	83
PARKSDR	PARKSIDE DRIVE	01	S/S FOURTH ST	CDS	2	785	47	38395	E	AC	zne4	4/4/2024	70
PHILST	PHILLIPPI STREET	01	E/S HUBBARD ST	W/S ORANGE GROVE ST	2	1525	35	53375	E	AC	zne1	4/2/2024	75
PHILST	PHILLIPPI STREET	02	E/S ORANGE GROVE AVE	W/S HUNTINGTON ST	2	290	35	10150	E	AC	zne1	4/2/2024	93
PHILST	PHILLIPPI STREET	03	E/S HARDING ST	CDS	2	1015	33	34595	E	AAC	zne1	4/2/2024	77
PICOST	PICO STREET	01	E/S MEYER ST	W/S HUNGTINGTON ST	2	1085	33	35805	E	AAC	zne5	4/9/2024	73
PICOST	PICO STREET	02	E/S HUNTINGTON ST	W/S WORKMAN ST	2	520	33	17160	E	AAC	zne5	4/9/2024	67
PICOST	PICO STREET	03	E/S WORKMAN ST	W/S KALISHER ST	2	525	33	17325	E	AAC	zne5	4/9/2024	35
PICOST	PICO STREET	04	E/S KALISHER ST	W/S SAN FERNANDO MISSION	2	525	33	17325	E	AAC	zne5	4/9/2024	93
PICOST	PICO STREET	05	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	525	37	19425	E	AAC	zne5	4/9/2024	93
PICOST	PICO STREET	06	E/S MACLAY AVE	W/S BRAND BL	2	690	39	26910	E	AAC	zne6	4/9/2024	91
PICOST	PICO STREET	07	E/S BRAND BL	W/S CHATSWORTH DR	2	295	37	10915	E	AC	zne6	4/9/2024	68
PICOST	PICO STREET	08	E/S CHATSWORTH DR	W/S WOLFSKILL ST	2	520	35	18200	E	AC	zne6	4/9/2024	73
PICOST	PICO STREET	09	E/S WOLFSKILL ST	W/S FOX ST	2	525	36	18900	E	AC	zne6	4/9/2024	82
SECST	SECOND STREET	01	E/S HUBBARD AVE	W/S ORANGE GROVE AVE	2	990	36	35640	E	AC	zne3	4/4/2024	25
SECST	SECOND STREET	02	E/S ORANGE GROVE AVE	W/S HUNTINGTON ST	2	295	36	10620	E	AC	zne3	4/4/2024	22
SECST	SECOND STREET	03	E/S HUNTINGTON ST	W/S HARDING AVE	2	955	32	30560	E	AC	zne3	4/4/2024	68
SECST	SECOND STREET	04	E/S HARDING AVE	W/S HARPS ST	2	270	35	9450	E	AAC	zne3	4/4/2024	88
SECST	SECOND STREET	05	E/S HARPS ST	W/S ALEXANDER ST	2	270	33	8910	E	AAC	zne3	4/4/2024	86
SECST	SECOND STREET	06	E/S ALEXANDER ST	W/S HAGAR ST	2	325	32	10400	E	AC	zne3	4/4/2024	74
SECST	SECOND STREET	07	E/S HAGAR ST	W/S MACLAY AVE	2	315	32	10080	E	AC	zne3	4/4/2024	39
SECST	SECOND STREET	08	E/S MACLAY AVE	W/S MACNEIL ST	1	305	31	9455	E	AC	zne4	4/4/2024	38
SECST	SECOND STREET	09	W/S HUBBARD AVE	CITY LIMTIS WEST	2	135	40	5400	E	AC	zne3	4/4/2024	73
SEVEST	SEVENTH STREET	01	W/S GRISWOLD AVE	E/S BRAND BL	2	625	33	20625	E	AC	zne2	4/3/2024	77
SEVEST	SEVENTH STREET	02	E/S BRAND BL	E/S MACLAY AVE	2	650	33	21450	E	AC	zne2	4/3/2024	74
SEVEST	SEVENTH STREET	03	W/S MACLAY AVE	E/S HARDING AVE	2	1275	39	49725	E	AC	zne1	4/3/2024	69



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SEVEST	SEVENTH STREET	04	E/S HARDING AVE	E/S ORANGE GROVE AVE	2	1285	36	46260	E	AC	zne1	4/3/2024	75
SEVEST	SEVENTH STREET	05	E/S ORANGE GROVE AVE	E/S HUBBARD ST	2	1475	36	53100	E	AC	zne1	4/3/2024	82
SHADLN	SHADOW LANE	01	N/S SEVENTH ST	END	2	700	29	20300	E	AC	zne1	4/2/2024	82
THIRST	THIRD STREET	01	E/S HARDING AVE	W/S HARPS ST	2	265	33	8745	E	AAC	zne3	4/4/2024	91
THIRST	THIRD STREET	02	E/S HARPS ST	W/S ALEXANDER ST	2	270	33	8910	E	AAC	zne3	4/4/2024	91
THIRST	THIRD STREET	03	E/S ALEXANDER ST	W/S HAGAR ST	2	325	33	10725	E	AC	zne3	4/4/2024	63
THIRST	THIRD STREET	04	E/S HAGAR ST	W/S MACLAY AVE	2	330	32	10560	E	AC	zne3	4/4/2024	69
THIRST	THIRD STREET	05	E/S MACLAY AVE	W/S MACNEIL ST	2	315	33	10395	E	AC	zne4	4/4/2024	71
THIRST	THIRD STREET	06	E/S MACNEIL ST	W/S BRAND BL	2	325	33	10725	E	AC	zne4	4/4/2024	75
THIRST	THIRD STREET	07	E/S BRAND BL	W/S JESSIE ST	2	875	27	23625	E	AC	zne4	4/4/2024	79
WARRST	WARREN STREET	01	W/S MACLAY AVE	E/S HARDING ST	2	1275	33	42075	E	AAC	zne1	4/5/2024	79
WARRST	WARREN STREET	02	W/S WORKMAN ST	E/S HUNTINGTON ST	2	615	35	21525	E	AC	zne1	4/5/2024	83
WARRST	WARREN STREET	03	E/S HUNTINGTON ST	E/S ORANGE GROVE AVE	2	325	33	10725	E	AC	zne1	4/5/2024	72
WARRST	WARREN STREET	04	W/S ORANGE GROVE AVE	E/S MEYER ST	2	690	35	24150	E	AC	zne1	4/5/2024	82
WARRST	WARREN STREET	05	W/S MEYER ST	END	2	560	34	19040	E	AC	zne1	4/5/2024	74
WOLFST	WOLFSKILL STREET	01	CITY LIMITS SOUTH	S/S MOTT ST	2	670	34	22780	E	AC	zne6	4/8/2024	35
WOLFST	WOLFSKILL STREET	02	S/S MOTT ST	N/S HOLLISTER ST	2	1075	34	36550	E	AC	zne6	4/8/2024	27
WOLFST	WOLFSKILL STREET	03	N/S HOLLISTER ST	S/S SAN FERNANDO RD	2	1035	36	37260	E	AC	zne6	4/8/2024	41
WOLFST	WOLFSKILL STREET	04	N/S SAN FERNANDO RD	S/S TRUMAN ST	2	215	36	7740	E	AC	zne6	4/8/2024	44
WOLFST	WOLFSKILL STREET	05	N/S TRUMAN ST	N/S FIRST ST	2	290	50	14500	E	AC	zne6	4/8/2024	21
WOODCAV	WOODCOCK AVENUE	01	E/S HUBBARD AVE	W/S FAYECROFT ST	2	230	32	7360	E	AC	zne3	4/10/2024	51
WOODWPL	WOODWORTH PLACE	01	W/S CORK ST	CDS	2	200	29	7300	E	AC	zne5	4/10/2024	77
WOODWST	WOODWORTH STREET	01	CDS	W/S HUNTINGTON ST	2	250	33	8250	E	AC	zne5	4/10/2024	85
WOODWST	WOODWORTH STREET	02	E/S HUNTINGTON ST	W/S WORKMAN ST	2	385	33	12705	E	AC	zne5	4/10/2024	64
WOODWST	WOODWORTH STREET	03	E/S WORKMAN ST	W/S KALISHER ST	2	525	32	16800	E	AC	zne5	4/10/2024	83
WOODWST	WOODWORTH STREET	04	E/S KALISHER ST	W/S SAN FERNANDO MISSION	2	525	33	17325	E	AC	zne5	4/10/2024	83
WOODWST	WOODWORTH STREET	05	E/S MACLAY AVE	W/S CARISLE ST	2	515	31	15965	E	AC	zne6	4/10/2024	77
WOODWST	WOODWORTH STREET	06	E/S CHATSWORTH DR	W/S WOLFSKILL ST	2	525	32	16800	E	AC	zne6	4/10/2024	76
WOODWST	WOODWORTH STREET	07	E/S WOLFSKILL ST	W/S FOX ST	2	525	32	16800	E	AC	zne6	4/10/2024	86
WORKMST	WORKMAN STREET	01	CITY LIMITS SOUTH	S/S WOODWORTH ST	2	410	32	13120	E	AC	zne5	4/8/2024	86
WORKMST	WORKMAN STREET	02	S/S WOODWORTH ST	S/S HOLLISTER ST	2	1325	34	45050	E	AC	zne5	4/8/2024	74
WORKMST	WORKMAN STREET	03	S/S HOLLISTER ST	S/S CELIS ST	2	780	35	27300	E	AC	zne5	4/8/2024	81
WORKMST	WORKMAN STREET	04	N/S CELIS ST	S/S SAN FERNANDO RD	2	220	35	7700	E	AC	zne5	4/8/2024	33
WORKMST	WORKMAN STREET	05	N/S SAN FERNANDO RD	S/S TRUMAN ST	2	140	36	5040	E	AC	zne5	4/8/2024	23
WORKMST	WORKMAN STREET	06	N/S TRUMAN ST	END	2	185	36	6660	E	AC	zne5	4/8/2024	31
WORKMST	WORKMAN STREET	07	N/S SECOND ST	S/S FOURTH ST	2	690	35	24150	E	AC	zne3	4/5/2024	20
WORKMST	WORKMAN STREET	08	N/S FOURTH ST	S/S LIBRARY ST	2	625	35	21875	E	AAC	zne3	4/5/2024	88



BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
WORKMST	WORKMAN STREET	09	N/S LIBRARY ST	S/S FIFTH ST	2	625	35	21875	E	PCC	zne3	4/10/2024	34
WORKMST	WORKMAN STREET	10	N/S FIFTH ST	S/S GLENOAKS BL	2	1295	35	45325	E	AC	zne3	4/5/2024	78
WORKMST	WORKMAN STREET	11	N/S GLENOAKS BL	S/S SEVENTH ST	2	1295	35	45325	E	AAC	zne1	4/5/2024	85
WORKMST	WORKMAN STREET	12	N/S SEVENTH ST	N/S FERMOORE DR	2	605	35	21175	E	AC	zne1	4/2/2024	76



BranchID	Branch Name	SectionID	From	То	Lanes	Longth_	Width	Section True	Section	Surface	7000	Last	2024 PCI
Branchid	Branch Name	Sectionid	From	18	Lanes	Length	wiath	Area (SF)	Rank	Type -	Zone	Inpsection Date	2024 PCI
AEOHU	ALLEY EO HUBBARD	01	S/S WARREN ST	N/S LUCUS ST	2	285	22	6270	0	Current AC	zne1	4/11/2024	11
AEOMAC	ALLEY EO MACLAY	01	S/S EIGHTH ST	N/S SEVENTH ST	2	1300	22	28600	0	AC	zne1	4/11/2024	41
AEOMAC	ALLEY EO MACLAY	01	S/S LUCUS ST	N/S GLENOAKS	2	610	20	12200	0	AC	zne2	4/11/2024	11
AEOMAC	ALLEY EO MACLAY	03	S/S THIRD ST	N/S SECOND ST	2	375	12	4500	0	AC	zne4	4/11/2024	42
AEOMAC	ALLEY EO MACLAY	04	S/S SECOND ST	N/S FIRST ST	2	380	20	7600	0	AC	zne4	4/11/2024	63
AEOMAC	ALLEY EO MACLAY	05	S/S FOURTH ST	END	2	150	15	2250	0	AC	zne4	4/11/2024	10
AEOMAC	ALLEY EO MACLAY	06	N/S FOURTH ST	S/S LIBRARY ST	2	615	15	9225	0	AC	zne4	4/11/2024	15
AEOMACN	ALLEY EO MACNEIL	01	N/S ALLEY NO FIRST	S/S SECOND ST	2	210	15	3150	0	AC	zne4	4/11/2024	48
AEOOG	ALLEY EO ORANGE GROVE	01	S/S SECOND ST	N/S ALLEY SO SECOND	2	315	22	6930	0	AC	zne3	4/11/2024	88
	LLEY EO SAN FERNANDO MISSIO		S/S PICO	N/S CORONEL	2	220	20	4400	0	AC	zne5	4/11/2024	9
ANOFIR	ALLEY N/O FIRST	01	E/S ALEXANDER	W/S HAGAR ST	2	320	15	4800	0	AC	zne3	4/11/2024	12
ANOFIR	ALLEY N/O FIRST	02	E/S HAGAR ST	W/S MACLAY	2	315	13	4095	0	AC	zne3	4/11/2024	95
ANOFIR	ALLEY N/O FIRST	03	E/S MACNEIL	W/S ALLEY EO MACNEIL	2	165	23	3795	0	AC	zne4	4/11/2024	86
ANOSF	ALLEY NO SAN FERNANDO	01	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	515	13	6695	0	PCC	zne5	4/11/2024	82
ANOSF	ALLEY NO SAN FERNANDO	02	E/S MACLAY AVE	E/S BRAND	2	675	13	8775	0	PCC	zne6	4/11/2024	83
ASOSF	ALLEY SO SAN FERNANDO	01	E/S ARROYO AVE	CITY LIMITS EAST	2	535	13	6955	0	PCC	zne6	4/11/2024	65
ASOSE	ALLEY SO SECOND	01	E/S HUBBARD	W/S ORANGE GROVE	2	950	30	28500	0	AC	zne3	4/11/2024	27
ASOSE	ALLEY SO SECOND	02	E/S ORANGE GROVE	W/S HUNTINGTON ST	2	295	18	5310	0	AC	zne3	4/11/2024	84
ASOSE	ALLEY SO SECOND	03	E/S HUNTINGTON ST	W/S FERMOORE ST	2	310	18	5580	0	AC	zne3	4/11/2024	79
AWOAL	ALLEY WO ALEXANDER	01	N/S LIBRARY ST	S/S FIFTH ST	2	625	15	9375	0	AC	zne3	4/11/2024	82
AWOBRA	ALLEY WO BRAND	01	N/S THIRD ST	S/S FOURTH ST	2	375	15	5625	0	AC	zne4	4/11/2024	83
AWOHA	ALLEY WO HAGAR	01	N/S LIBRARY ST	END	2	450	15	6750	0	AC	zne3	4/11/2024	88
AWOHA	ALLEY WO HAGAR	02	S/S LIBRARY ST	N/S FOURTH ST	2	625	15	9375	0	AC	zne3	4/11/2024	85
AWOHA	ALLEY WO HAGAR	03	S/S FOURTH ST	N/S THIRD ST	2	375	15	5625	0	AC	zne3	4/11/2024	86
AWOHA	ALLEY WO HAGAR	04	S/S THIRD ST	N/S SECOND ST	2	375	15	5625	0	AC	zne3	4/11/2024	84
AWOHA	ALLEY WO HAGAR	05	S/S SECOND ST	N/S ALLEY NO FIRST	2	205	15	3075	0	AC	zne3	4/11/2024	86
AWOHR	ALLEY WO HARPS	01	N/S LIBRARY ST	S/S FIFTH ST	2	625	15	9375	0	AC	zne3	4/11/2024	87
AWOMAC	ALLEY WO MACLAY	01	S/S SEVENTH ST	N/S WARREN ST	2	295	13	3835	0	AC	zne1	4/11/2024	83
AWOMAC	ALLEY WO MACLAY	02	S/S WARREN ST	N/S LUCUS ST	2	285	13	3705	0	AC	zne1	4/11/2024	73
AWOMAC	ALLEY WO MACLAY	03	S/S GLENOAKS	N/S DEGARMO	2	645	20	12900	0	AC	zne3	4/11/2024	55
AWOMAC	ALLEY WO MACLAY	04	S/S FIFTH	N/S LIBRARY	2	625	13	8125	0	AC	zne3	4/11/2024	
AWOMAC	ALLEY WO MACLAY	05	S/S LIBRARY	N/S FOURTH ST	2	625	13	8125	0	AC	zne3	4/11/2024	61
AWOMAC	ALLEY WO MACLAY	06	S/S FOURTH ST	N/S THIRD ST	2	375	15	5625	0	AC	zne3	4/11/2024	91
AWOMAC	ALLEY WO MACLAY	07	S/S THIRD ST	N/S SECOND ST	2	375	15	5625	0	AC	zne3	4/11/2024	91
AWOMAC	ALLEY WO MACLAY	08	S/S SECOND ST	N/S ALLEY N/O FIRST	2	215	15	3225	0	AC	zne3	4/11/2024	88
AWOMAC	ALLEY WO MACLAY	09	S/S ALLEY N/O FIRST	N/S FIRST ST	2	150	15	2250	0	AC	zne3	4/11/2024	88
AWOMAC	ALLEY WO MACLAY	10	S/S EIGHTH ST	N/S KNOX ST	2	270	20	5400	0	AC	zne1	4/11/2024	88



BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
AWOMAC	ALLEY WO MACLAY	11	S/S KNOX ST	END	2	135	20	2700	0	AC	zne1	4/11/2024	60
AWOOG	ALLEY WO ORANGE GROVE	01	N/S ALLEY SO SECOND	S/S SECOND ST	2	265	20	5300	0	AC	zne3	4/11/2024	13
AWOWO	ALLEY WO WOLFSKILL	01	N/S HEWITT ST	S/S HOLLISTER ST	2	220	13	2860	0	AC	zne6	4/11/2024	84
AWOWO	ALLEY WO WOLFSKILL	02	N/S HOLLISTER ST	S/S CORONEL ST	2	220	13	2860	0	AC	zne6	4/11/2024	84



								Section True	Section	Surface		Last	
BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Area (SF)	Rank	Туре -	Zone	Inpsection	2024 PCI
									Marik	Current		Date	
PARKING	PARKING LOTS	01	MACLAY SE	FIRST SE	0	275	125	34375	Т	AC		4/11/2024	63
PARKING	PARKING LOTS	02	TRUMAN SW	SAN FERNANDO MISSION SW	0	130	65	8450	Т	AC		4/11/2024	11
PARKING	PARKING LOTS	03	TRUMAN SE	SAN FERNANDO MISSION SE	0	235	100	23500	Т	AC		4/11/2024	49
PARKING	PARKING LOTS	04	TRUMAN SW	BRAND SW	0	500	100	50000	Т	AC		4/11/2024	64
PARKING	PARKING LOTS	05	TRUMAN SE LOWER	BRAND SE LOWER	0	220	115	25300	Т	PCC		4/11/2024	78
PARKING	PARKING LOTS	05B	TRUMAN SE UPPER	BRAND SE UPPER	0	220	115	25300	Т	PCC		4/11/2024	71
PARKING	PARKING LOTS	06	CELTS NE	MACLAY NE	0	90	85	7650	Т	AC		4/11/2024	92
PARKING	PARKING LOTS	07	CELTS MIDBLOCK N	MACLAY-BRAND	0	125	85	10625	Т	AC		4/11/2024	72
PARKING	PARKING LOTS	08	CELTS SE	SAN FERNANDO MISSION SE	0	355	200	68500	Т	AC		4/11/2024	50
PARKING	PARKING LOTS	09	CELTS SW	BRAND SW	0	365	195	61175	Т	AC		4/11/2024	57
PARKING	PARKING LOTS	10	PICO SW	SAN FERNANDO MISSION SW	0	95	75	7125	Т	AC		4/11/2024	82
PARKING	PARKING LOTS	11	CORONEL	CARLISLE	0	200	100	20000	Т	AC		4/11/2024	16



# **Current Pavement Condition Summary**

# (Descending PCI))



BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
JESSST	JESSIE STREET	03	S/S GLENOAKS BL	N/S FIFTH ST	2	1275	39	49725	E	AC	zne4	4/4/2024	95
LIBRST	LIBRARY STREET	05	E/S HARPS ST	W/S ALEXANDER ST	2	270	27	7290	E	AAC	zne3	4/8/2024	95
MEYEST	MEYER STREET	04	S/S FIFTH ST	N/S FOURTH ST	2	1285	35	44975	E	AAC	zne3	4/5/2024	95
NEWTST	NEWTON STREET	06	S/S LIBRARY ST	N/S FOURTH ST	2	625	33	20625	E	AAC	zne4	4/3/2024	95
ANOFIR	ALLEY N/O FIRST	02	E/S HAGAR ST	W/S MACLAY	2	315	13	4095	0	AC	zne3	4/11/2024	95
BRANBL	BRAND BOULEVARD	05	S/S TRUMAN ST	N/S SAN FERNANDO RD	4	245	60	13200	A	AC	zne6	4/2/2024	94
HUNTST	HUNTINGTON STREET	08	S/S FIFTH ST	N/S LIBRARY ST	2	630	34	21420	E	AAC	zne3	4/3/2024	94
LIBRST	LIBRARY STREET	03	E/S WORKMAN ST	W/S HARDING ST	2	310	33	10230	E	AAC	zne3	4/8/2024	94
SANFERD	SAN FERNANDO ROAD	07	W/S HUBBARD AVE	CITY LIMITS WEST	5	100	53	5300	A	AAC	zne6	4/9/2024	93
HARDST	HARDING STREET	06	S/S FOURTH ST	N/S FIRST ST	2	1195	37	44215	E	AC	zne3	4/3/2024	93
HARPST	HARPS STREET	05	S/S FOURTH ST	N/S FIRST ST	2	1195	30	35850	E	AAC	zne3	4/5/2024	93
HUNTST	HUNTINGTON STREET	07	S/S LIBRARY ST	N/S FOURTH ST	2	620	34	21080	E	AAC	zne3	4/3/2024	93
LAZAST	LAZARD STREET	01	S/S GLENOAKS BL	N/S FIFTH ST	2	1275	35	44625	E	AAC	zne3	4/5/2024	93
LIBRST	LIBRARY STREET	04	E/S HARDING AVE	W/S HARPS ST	2	265	27	7155	E	AAC	zne3	4/8/2024	93
LIBRST	LIBRARY STREET	07	E/S HAGAR ST	W/S MACLAY AVE	2	315	27	8505	E	AAC	zne3	4/8/2024	93
LIBRST	LIBRARY STREET	09	E/S BRAND BL	W/S GRISWOLD AVE	2	525	32	16800	E	AC	zne4	4/8/2024	93
NEWTST	NEWTON STREET	04	S/S DE GARMO ST	N/S FIFTH ST	2	590	33	19470	E	AAC	zne4	4/3/2024	93
PHILST	PHILLIPPI STREET	02	E/S ORANGE GROVE AVE	W/S HUNTINGTON ST	2	290	35	10150	E	AC	zne1	4/2/2024	93
PICOST	PICO STREET	04	E/S KALISHER ST	W/S SAN FERNANDO MISSION	2	525	33	17325	E	AAC	zne5	4/9/2024	93
PICOST	PICO STREET	05	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	525	37	19425	E	AAC	zne5	4/9/2024	93
KITTST	KITTRIDGE STREET	01	N/S SAN FERNANDO RD	S/S TRUMAN ST	2	205	38	7790	C	AC	zne6	4/8/2024	92
FERMST	FERMOORE STREET	05	S/S LIBRARY ST	N/S FOURTH ST	2	625	35	21875	E	AAC	zne3	4/5/2024	92
LAZAST	LAZARD STREET	02	N/S FOURTH ST	S/S FIFTH ST	2	1285	36	46260	E	AAC	zne3	4/5/2024	92
LAZAST	LAZARD STREET	05	S/S TRUMAN ST	N/S SAN FERNANDO RD	2	135	35	4625	E	PCC	zne5	4/9/2024	92
LIBRST	LIBRARY STREET	06	E/S ALEXANDER ST	W/S HAGAR ST	2	330	27	8910	E	AAC	zne3	4/8/2024	92
NEWTST	NEWTON STREET	05	S/S FIFTH ST	N/S LIBRARY ST	2	620	33	20460	E	AAC	zne4	4/3/2024	92
PARKING	PARKING LOTS	06	CELTS NE	MACLAY NE	0	90	85	7650	Т	AC		4/11/2024	92
ALEXST	ALEXANDER STREET	03	S/S FIFTH ST	N/S LIBRARY ST	2	645	33	21285	E	AC	zne3	4/5/2024	91
ALEXST	ALEXANDER STREET	04	S/S LIBRARY ST	N/S FOURTH ST	2	640	33	21120	E	AAC	zne3	4/5/2024	91
HARDST	HARDING STREET	05	S/S FIFTH ST	N/S FOURTH ST	2	1285	37	47545	E	AAC	zne3	4/3/2024	91
LIBRST	LIBRARY STREET	01	E/S ORANGE GROVE AVE	W/S FERMOORE ST	2	620	35	21700	E	AAC	zne3	4/8/2024	91
PICOST	PICO STREET	06	E/S MACLAY AVE	W/S BRAND BL	2	690	39	26910	E	AAC	zne6	4/9/2024	91
THIRST	THIRD STREET	01	E/S HARDING AVE	W/S HARPS ST	2	265	33	8745	E	AAC	zne3	4/4/2024	91
THIRST	THIRD STREET	02	E/S HARPS ST	W/S ALEXANDER ST	2	270	33	8910	E	AAC	zne3	4/4/2024	91
AWOMAC	ALLEY WO MACLAY	06	S/S FOURTH ST	N/S THIRD ST	2	375	15	5625	0	AC	zne3	4/11/2024	91
AWOMAC	ALLEY WO MACLAY	07	S/S THIRD ST	N/S SECOND ST	2	375	15	5625	0	AC	zne3	4/11/2024	91
LUCAST	LUCAS STREET	01	W/S NEWTON ST	E/S BRAND BL	2	295	34	10030	E	AC	zne2	4/5/2024	90
HUNTST	HUNTINGTON STREET	12	S/S WARREN ST	N/S LUCAS ST	2	295	35	10325	E	AC	zne1	4/3/2024	89



BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
MACLST	MACLAY STREET	07	N/S TRUMAN ST	S/S SAN FERNANDO RD	5	340	50	17000	A	AC	zne6	4/2/2024	88
SANFERD	SAN FERNANDO ROAD	01	E/S HUBBARD AVE	W/S WORKMAN ST	4	1835	58	106430	Α	AAC	zne5	4/9/2024	88
HUNTST	HUNTINGTON STREET	03	N/S PICO ST	S/S CELIS ST	2	295	37	10915	E	AC	zne5	4/8/2024	88
SECST	SECOND STREET	04	E/S HARDING AVE	W/S HARPS ST	2	270	35	9450	E	AAC	zne3	4/4/2024	88
WORKMST	WORKMAN STREET	08	N/S FOURTH ST	S/S LIBRARY ST	2	625	35	21875	E	AAC	zne3	4/5/2024	88
AEOOG	ALLEY EO ORANGE GROVE	01	S/S SECOND ST	N/S ALLEY SO SECOND	2	315	22	6930	0	AC	zne3	4/11/2024	88
AWOHA	ALLEY WO HAGAR	01	N/S LIBRARY ST	END	2	450	15	6750	0	AC	zne3	4/11/2024	88
AWOMAC	ALLEY WO MACLAY	08	S/S SECOND ST	N/S ALLEY N/O FIRST	2	215	15	3225	0	AC	zne3	4/11/2024	88
AWOMAC	ALLEY WO MACLAY	09	S/S ALLEY N/O FIRST	N/S FIRST ST	2	150	15	2250	0	AC	zne3	4/11/2024	88
AWOMAC	ALLEY WO MACLAY	10	S/S EIGHTH ST	N/S KNOX ST	2	270	20	5400	0	AC	zne1	4/11/2024	88
GLENOBL	GLENOAKS BOULEVARD	03	W/S MACLAY AVE	W/S HARDING AVE	4	1325	56	74100	A	AAC	zne1	4/4/2024	87
FERMST	FERMOORE STREET	04	S/S FIFTH ST	N/S LIBRARY ST	2	625	35	21875	E	AAC	zne3	4/5/2024	87
HAGAST	HAGAR STREET	05	N/S FIFTH ST	S/S GLENOAKS BL	2	1270	31	39370	E	AC	zne3	4/5/2024	87
ORGRAV	ORANGE GROVE AVENUE	06	S/S FIRST ST	END	2	135	33	4455	E	AC	zne3	4/3/2024	87
AWOHR	ALLEY WO HARPS	01	N/S LIBRARY ST	S/S FIFTH ST	2	625	15	9375	0	AC	zne3	4/11/2024	87
GLENOBL	GLENOAKS BOULEVARD	02	W/S BRAND BL	W/S MACLAY AVE	4	625	56	35000	A	AAC	zne2	4/4/2024	86
MACLST	MACLAY STREET	04	S/S FIFTH ST	N/S FOURTH ST	4	1295	56	72520	A	AC	zne4	4/2/2024	86
DEGAST	DE GARMO STREET	02	W/S BRAND BL	E/S MACLAY AVE	2	625	36	22500	E	AC	zne4	4/5/2024	86
SECST	SECOND STREET	05	E/S HARPS ST	W/S ALEXANDER ST	2	270	33	8910	E	AAC	zne3	4/4/2024	86
WOODWST	WOODWORTH STREET	07	E/S WOLFSKILL ST	W/S FOX ST	2	525	32	16800	E	AC	zne6	4/10/2024	86
WORKMST	WORKMAN STREET	01	CITY LIMITS SOUTH	S/S WOODWORTH ST	2	410	32	13120	E	AC	zne5	4/8/2024	86
ANOFIR	ALLEY N/O FIRST	03	E/S MACNEIL	W/S ALLEY EO MACNEIL	2	165	23	3795	0	AC	zne4	4/11/2024	86
AWOHA	ALLEY WO HAGAR	03	S/S FOURTH ST	N/S THIRD ST	2	375	15	5625	0	AC	zne3	4/11/2024	86
AWOHA	ALLEY WO HAGAR	05	S/S SECOND ST	N/S ALLEY NO FIRST	2	205	15	3075	0	AC	zne3	4/11/2024	86
HUBBAV	HUBBARD AVENUE	01	CITY LIMITS SOUTH	S/S SAN FERNANDO RD	2	290	30	8700	A	AAC	zne5	4/9/2024	85
ALEXST	ALEXANDER STREET	05	S/S FOURTH ST	N/S FIRST ST	2	1215	33	40095	E	AAC	zne3	4/5/2024	85
ARROST	ARROYO STREET	03	S/S BORDEN AVE	S/S EIGHTH ST	3	1325	64	84800	E	AC	zne2	4/11/2024	85
BRANBL	BRAND BOULEVARD	03	S/S LIBRARY ST	N/S FOURTH ST	2	625	33	20625	E	AC	zne4	4/2/2024	85
BRANBL	BRAND BOULEVARD	08	N/S LIBRARY ST	S/S FIFTH ST	2	635	33	20955	E	AC	zne4	4/2/2024	85
HAGAST	HAGAR STREET	04	N/S FOURTH ST	S/S FIFTH ST	2	1280	31	39680	E	AC	zne3	4/5/2024	85
HUNTST	HUNTINGTON STREET	02	N/S HOLLISTER ST	N/S PICO ST	2	450	36	16200	E	AC	zne5	4/8/2024	85
WOODWST	WOODWORTH STREET	01	CDS	W/S HUNTINGTON ST	2	250	33	8250	E	AC	zne5	4/10/2024	85
WORKMST	WORKMAN STREET	11	N/S GLENOAKS BL	S/S SEVENTH ST	2	1295	35	45325	E	AAC	zne1	4/5/2024	85
AWOHA	ALLEY WO HAGAR	02	S/S LIBRARY ST	N/S FOURTH ST	2	625	15	9375	0	AC	zne3	4/11/2024	85
GLENOBL	GLENOAKS BOULEVARD	05	W/S ORANGE GROVE AVE	E/S HUBBARD ST	5	1325	56	74200	A	AAC	zne1	4/4/2024	84
MACLST	MACLAY STREET	02	N/S SEVENTH ST	N/S GLENOAKS BL	4	1325	56	73800	A	AC	zne2	4/2/2024	84
MACLST	MACLAY STREET	08	S/S SAN FERNANDO RD	N/S KEWEN ST	2	1560	35	54600	A	AC	zne6	4/2/2024	84
ORGRAV	ORANGE GROVE AVENUE	01	NORTH CITY LIMIT	S/S EIGHTH ST	2	155	35	5425	C	AC	zne1	4/3/2024	84



BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
DEHAST	DE HAVEN STREET	02	W/S BRAND BL	END - NEAR MACLAY AVE	2	625	36	22500	E	AC	zne4	4/5/2024	84
HARPST	HARPS STREET	01	S/S GLENOAKS BL	S/S DE GARMO ST	2	690	37	25530	E	AC	zne3	4/5/2024	84
KEWEAV	KEWEN AVENUE	01	W/S FOX ST	E/S WOLFSKILL ST	2	525	33	17325	E	AC	zne6	4/10/2024	84
LIBRST	LIBRARY STREET	02	W/S FERMOORE ST	W/S WORKMAN ST	2	320	33	10560	E	AAC	zne3	4/8/2024	84
MTVIST	MOUNTAIN VIEW STREET	01	W/S MACLAY AVE	E/S HARDING AVE	2	1295	35	45325	E	AC	zne1	4/2/2024	84
ASOSE	ALLEY SO SECOND	02	E/S ORANGE GROVE	W/S HUNTINGTON ST	2	295	18	5310	0	AC	zne3	4/11/2024	84
AWOHA	ALLEY WO HAGAR	04	S/S THIRD ST	N/S SECOND ST	2	375	15	5625	0	AC	zne3	4/11/2024	84
AWOWO	ALLEY WO WOLFSKILL	01	N/S HEWITT ST	S/S HOLLISTER ST	2	220	13	2860	0	AC	zne6	4/11/2024	84
AWOWO	ALLEY WO WOLFSKILL	02	N/S HOLLISTER ST	S/S CORONEL ST	2	220	13	2860	0	AC	zne6	4/11/2024	84
ALEXST	ALEXANDER STREET	02	S/S GLENOAKS BL	N/S FIFTH ST	2	1285	33	42405	E	AC	zne3	4/5/2024	83
DEGAST	DE GARMO STREET	07	E/S ARROYO AVE	CITY LIMITS EAST	2	125	33	4125	E	AC	zne4	4/11/2024	83
EIGHST	EIGHTH STREET	05	E/S FERNMONT ST	E/S ORANGE GROVE AVE	2	665	33	21945	E	AAC	zne1	4/2/2024	83
HEWIST	HEWITT STREET	02	E/S WORKMAN ST	W/S KALISHER ST	2	525	32	16800	E	AC	zne5	4/10/2024	83
KEWEAV	KEWEN AVENUE	02	W/S WOLFSKILL ST	E/S CHATSWORTH DR	2	525	33	17325	E	AC	zne6	4/10/2024	83
KNOXST	KNOX STREET	03	E/S HARDING AVE	W/S MACLAY AVE	2	1285	35	44975	E	AC	zne1	4/2/2024	83
LUCAST	LUCAS STREET	02	W/S BRAND BL	E/S MACLAY AVE	2	615	35	21525	E	AAC	zne2	4/5/2024	83
MACNST	MACNEIL STREET	03	N/S LUCAS ST	END	2	480	33	15840	E	AAC	zne2	4/3/2024	83
MOTTST	MOTT STREET	04	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	520	36	18720	E	AC	zne5	4/10/2024	83
MOTTST	MOTT STREET	07	E/S CHATSWORTH DR	W/S WOLFSKILL ST	2	525	33	17325	E	AC	zne6	4/10/2024	83
PARKAV	PARK AVENUE	02	S/S FOURTH ST	N/S FIRST ST	2	1350	67	82350	E	AC	zne4	4/4/2024	83
WARRST	WARREN STREET	02	W/S WORKMAN ST	E/S HUNTINGTON ST	2	615	35	21525	E	AC	zne1	4/5/2024	83
WOODWST	WOODWORTH STREET	03	E/S WORKMAN ST	W/S KALISHER ST	2	525	32	16800	E	AC	zne5	4/10/2024	83
WOODWST	WOODWORTH STREET	04	E/S KALISHER ST	W/S SAN FERNANDO MISSION	2	525	33	17325	E	AC	zne5	4/10/2024	83
ANOSF	ALLEY NO SAN FERNANDO	02	E/S MACLAY AVE	E/S BRAND	2	675	13	8775	0	PCC	zne6	4/11/2024	83
AWOBRA	ALLEY WO BRAND	01	N/S THIRD ST	S/S FOURTH ST	2	375	15	5625	0	AC	zne4	4/11/2024	83
AWOMAC	ALLEY WO MACLAY	01	S/S SEVENTH ST	N/S WARREN ST	2	295	13	3835	0	AC	zne1	4/11/2024	83
BRANBL	BRAND BOULEVARD	06	S/S SAN FERNANDO RD	N/S KEWEN ST	4	1550	95	128450	Α	AC	zne6	4/2/2024	82
BRANBL	BRAND BOULEVARD	07	N/S KEWEN ST	CITY LIMITS SOUTH	4	1250	95	97950	Α	AC	zne6	4/2/2024	82
SANFERD	SAN FERNANDO ROAD	06	W/S KITTRIDGE ST	CITY LIMITS EAST	4	1275	53	67575	Α	AC	zne6	4/9/2024	82
MACLST	MACLAY STREET	09	N/S KEWEN ST	CITY LIMITS SOUTH	2	1250	35	43750	С	AC	zne6	4/2/2024	82
DONGLAV	DONNAGLEN AVENUE	01	E/S FAYECROFT AVE	END	2	275	33	9075	E	AC	zne1	4/5/2024	82
HAGAST	HAGAR STREET	03	N/S THIRD ST	S/S FOURTH ST	2	375	31	11625	E	AC	zne3	4/5/2024	82
HARPST	HARPS STREET	03	S/S FIFTH ST	S/S LIBRARY ST	2	655	27	17685	E	AC	zne3	4/5/2024	82
KEWEAV	KEWEN AVENUE	07	W/S KALISHER ST	E/S WORKMAN ST	2	525	33	17325	E	AC	zne5	4/10/2024	82
MOTTST	MOTT STREET	05	E/S MACLAY AVE	W/S BRAND BL	2	695	36	25020	E	AC	zne6	4/10/2024	82
PICOST	PICO STREET	09	E/S WOLFSKILL ST	W/S FOX ST	2	525	36	18900	E	AC	zne6	4/9/2024	82
SEVEST	SEVENTH STREET	05	E/S ORANGE GROVE AVE	E/S HUBBARD ST	2	1475	36	53100	E	AC	zne1	4/3/2024	82
SHADLN	SHADOW LANE	01	N/S SEVENTH ST	END	2	700	29	20300	E	AC	zne1	4/2/2024	82



BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
WARRST	WARREN STREET	04	W/S ORANGE GROVE AVE	E/S MEYER ST	2	690	35	24150	E	AC	zne1	4/5/2024	82
ANOSF	ALLEY NO SAN FERNANDO	01	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	515	13	6695	0	PCC	zne5	4/11/2024	82
AWOAL	ALLEY WO ALEXANDER	01	N/S LIBRARY ST	S/S FIFTH ST	2	625	15	9375	0	AC	zne3	4/11/2024	82
PARKING	PARKING LOTS	10	PICO SW	SAN FERNANDO MISSION SW	0	95	75	7125	Т	AC		4/11/2024	82
COROST	CORONEL STREET	05	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	535	34	18190	E	AC	zne5	4/9/2024	81
DEHAST	DE HAVEN STREET	01	W/S GRISWOLD AVE	E/S BRAND BL	2	625	33	20625	E	AC	zne4	4/5/2024	81
EIGHST	EIGHTH STREET	02	E/S NEWTON PL	E/S MACLAY AVE	2	1050	33	34650	E	AC	zne2	4/2/2024	81
FIFTST	FIFTH STREET	07	E/S ARROYO AVE	CITY LIMITS EAST	2	150	37	5550	E	AC	zne4	4/4/2024	81
HAGAST	HAGAR STREET	06	N/S GLENOAKS BL	S/S LUCAS ST	2	625	33	20625	E	AC	zne1	4/5/2024	81
HARDST	HARDING STREET	02	N/S EIGHTH ST	N/S SEVENTH ST	2	1350	32	43200	E	AC	zne1	4/3/2024	81
HARDST	HARDING STREET	04	S/S GLENOAKS ST	N/S FIFTH ST	2	1300	33	42900	E	AC	zne3	4/3/2024	81
KNOXST	KNOX STREET	02	E/S ORANGE GROVE AVE	W/S HARDING ST	2	1285	35	44975	E	AC	zne1	4/2/2024	81
MOTTST	MOTT STREET	03	E/S KALISHER ST	W/S SAN FERNANDO MISSION	2	525	34	17850	E	AC	zne5	4/10/2024	81
MOTTST	MOTT STREET	08	E/S WOLFSKILL ST	W/S FOX ST	2	520	32	16640	E	AC	zne6	4/10/2024	81
NEWTST	NEWTON STREET	02	N/S SEVENTH ST	END	2	700	27	18900	E	AC	zne2	4/3/2024	81
WORKMST	WORKMAN STREET	03	S/S HOLLISTER ST	S/S CELIS ST	2	780	35	27300	E	AC	zne5	4/8/2024	81
GLENOBL	GLENOAKS BOULEVARD	06	E/S ARROYO AVE	CITY LIMITS EAST	6	125	65	8125	A	AAC	zne2	4/4/2024	80
MACLST	MACLAY STREET	03	S/S GLENOAKS BL	S/S FIFTH ST	4	1325	56	74200	A	AC	zne4	4/2/2024	80
SANFERD	SAN FERNANDO ROAD	03	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	515	47	24205	A	AC	zne5	4/9/2024	80
ORGRAV	ORANGE GROVE AVENUE	04	S/S FIFTH ST	N/S FOURTH ST	2	1295	35	45325	С	AC	zne3	4/3/2024	80
ALEXST	ALEXANDER STREET	01	S/S LUCAS ST	N/S GLENOAKS BL	2	630	33	20790	E	AC	zne1	4/5/2024	80
CELIST	CELIS STREET	01	E/S MEYER ST	W/S HUNTINGTON ST	2	1100	36	39600	E	AC	zne5	4/9/2024	80
CHIVST	CHIVERS STREET	01	E/S HUBBARD ST	W/S ORANGE GROVE ST	2	1495	35	52325	E	AC	zne1	4/2/2024	80
COROST	CORONEL STREET	06	E/S MACLAY AVE	W/S BRAND BL	2	695	35	24325	E	AC	zne6	4/9/2024	80
FERMOST	FERMONT STREET	01	N/S EIGHTH ST	CITY LIMIT NORTH	2	125	32	4000	E	AAC	zne1	4/2/2024	80
HOLLST	HOLLISTER STREET	03	W/S CHATSWORTH ST	E/S BRAND BL	2	295	36	10620	E	AC	zne6	4/9/2024	80
HUNTST	HUNTINGTON STREET	13	N/S SEVENTH ST	N/S PHILLIPPI ST	2	700	35	24500	E	AC	zne1	4/2/2024	80
GLENOBL	GLENOAKS BOULEVARD	04	W/S HARDING AVE	W/S ORANGE GROVE AVE	4	1350	56	75600	Α	AAC	zne1	4/4/2024	79
HUBBAV	HUBBARD AVENUE	02	S/S SAN FERNANDO RD	N/S TRUMAN ST	5	260	58	15080	A	AC	zne5	4/9/2024	79
MACLST	MACLAY STREET	01	NORTH CITY LIMITS	N/S SEVENTH ST	4	1465	56	82040	A	AC	zne2	4/2/2024	79
ARROST	ARROYO STREET	02	N/S GLENOAKS BL	S/S BORDEN AVE	2	1295	36	46620	С	AC	zne2	4/11/2024	79
ORGRAV	ORANGE GROVE AVENUE	03	S/S GLENOAKS BL	N/S FIFTH ST	2	1295	35	45325	С	AC	zne3	4/3/2024	79
BRANBL	BRAND BOULEVARD	01	S/S EIGHTH ST	N/S SEVENTH ST	2	1330	33	43890	E	AAC	zne2	4/2/2024	79
COROST	CORONEL STREET	03	E/S WORKMAN ST	W/S KALISHER ST	2	535	33	17655	E	AC	zne5	4/9/2024	79
COROST	CORONEL STREET	04	E/S KALISHER ST	W/S SAN FERNANDO MISSION	2	535	33	17655	E	AC	zne5	4/9/2024	79
DEGAST	DE GARMO STREET	01	W/S GRISWOLD AVE	E/S BRAND BL	2	625	36	22500	E	AC	zne4	4/5/2024	79
EIGHST	EIGHTH STREET	01	W/S ARROYO AVE	W/S AVIATION PL	2	900	39	35100	E	AC	zne2	4/11/2024	79
FAYEST	FAYECROFT STREET	01	S/S LUCAS ST	N/S DONNAGLEN	2	315	33	10395	E	AC	zne1	4/5/2024	79



BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
GRISAV	GRISWOLD AVENUE	06	N/S GLENOAKS BL	END	2	2050	33	67650	E	AC	zne2	4/3/2024	79
HEWIST	HEWITT STREET	01	E/S HUNTINGTON ST	W/S WORKMAN ST	2	390	33	12870	E	AC	zne5	4/10/2024	79
HOLLST	HOLLISTER STREET	07	W/S SAN FERNANDO MISSION	E/S KALISHER ST	2	525	31	16275	E	AC	zne5	4/9/2024	79
JESSST	JESSIE STREET	02	N/S FOURTH ST	S/S FIFTH ST	2	1275	37	47175	E	AC	zne4	4/4/2024	79
MEYEST	MEYER STREET	02	S/S WARREN ST	N/S LUCAS ST	2	280	35	9800	E	AC	zne1	4/5/2024	79
MOTTST	MOTT STREET	06	E/S BRAND BL	W/S CHATSWORTH DR	2	295	32	9440	E	AC	zne6	4/10/2024	79
NEWTST	NEWTON STREET	01	S/S EIGHTH ST	S/S NEWTON PL	2	470	33	16510	E	AC	zne2	4/2/2024	79
NEWTST	NEWTON STREET	07	S/S FOURTH ST	N/S THIRD ST	2	380	33	12540	E	AC	zne4	4/3/2024	79
OMELST	O'MELVENY STREET	06	E/S WOLFSKILL ST	W/S FOX ST	2	525	32	16800	E	AC	zne6	4/10/2024	79
ORGRAV	ORANGE GROVE AVENUE	02	S/S SEVENTH ST	N/S GLENOAKS BL	2	1295	33	42735	E	AC	zne1	4/3/2024	79
THIRST	THIRD STREET	07	E/S BRAND BL	W/S JESSIE ST	2	875	27	23625	E	AC	zne4	4/4/2024	79
WARRST	WARREN STREET	01	W/S MACLAY AVE	E/S HARDING ST	2	1275	33	42075	E	AAC	zne1	4/5/2024	79
ASOSE	ALLEY SO SECOND	03	E/S HUNTINGTON ST	W/S FERMOORE ST	2	310	18	5580	0	AC	zne3	4/11/2024	79
MACLST	MACLAY STREET	05	S/S FOURTH ST	N/S FIRST ST	3	1200	56	64200	A	AC	zne4	4/2/2024	78
SANFERD	SAN FERNANDO ROAD	04	E/S MACLAY AVE	W/S BRAND BL	2	675	47	31725	A	AC	zne6	4/9/2024	78
BRANBL	BRAND BOULEVARD	02	S/S SEVENTH ST	N/S GLENOAKS BL	2	1295	35	45325	C	AAC	zne2	4/2/2024	78
HUNTST	HUNTINGTON STREET	10	S/S GLENOAKS BL	N/S FERMOORE ST	2	765	33	25245	E	AC	zne3	4/3/2024	78
KEWEAV	KEWEN AVENUE	03	W/S CHATSWORTH DR	E/S BRAND BL	2	295	35	10325	E	AC	zne6	4/10/2024	78
LAZAST	LAZARD STREET	10	N/S EIGHTH ST	CITY LIMITS NORTH	2	175	33	5775	E	AAC	zne1	4/2/2024	78
LUCAST	LUCAS STREET	05	W/S ORANGE GROVE AVE	E/S HUBBARD ST	2	1385	36	49860	E	AC	zne1	4/5/2024	78
MOTTST	MOTT STREET	02	E/S WORKMAN ST	W/S KALISHER ST	2	525	32	16800	E	AC	zne5	4/10/2024	78
WORKMST	WORKMAN STREET	10	N/S FIFTH ST	S/S GLENOAKS BL	2	1295	35	45325	E	AC	zne3	4/5/2024	78
PARKING	PARKING LOTS	05	TRUMAN SE LOWER	BRAND SE LOWER	0	220	115	25300	Т	PCC		4/11/2024	78
BRANBL	BRAND BOULEVARD	09	N/S FIFTH ST	S/S GLENOAKS BL	2	1285	32	41120	E	AC	zne4	4/2/2024	77
FERMDR	FERMOORE DRIVE	01	W/S WORKMAN ST	W/S FERMOORE ST	2	315	35	11025	E	AC	zne1	4/2/2024	77
GRISAV	GRISWOLD AVENUE	05	N/S FIFTH ST	S/S GLENOAKS BL	2	1295	33	42735	E	AC	zne4	4/3/2024	77
KNOXST	KNOX STREET	01	E/S HUBBARD ST	W/S ORANGE GROVE ST	2	1575	35	55125	E	AC	zne1	4/2/2024	77
LEACST	LEACH STREET	01	N/S EIGHTH ST	CITY LIMIT NORTH	2	170	33	5610	E	AAC	zne1	4/2/2024	77
MOTTST	MOTT STREET	01	E/S HUNTINGTON ST	W/S WORKMAN ST	2	385	35	13475	E	AC	zne5	4/10/2024	77
PHILST	PHILLIPPI STREET	03	E/S HARDING ST	CDS	2	1015	33	34595	E	AAC	zne1	4/2/2024	77
SEVEST	SEVENTH STREET	01	W/S GRISWOLD AVE	E/S BRAND BL	2	625	33	20625	E	AC	zne2	4/3/2024	77
WOODWPL	WOODWORTH PLACE	01	W/S CORK ST	CDS	2	200	29	7300	E	AC	zne5	4/10/2024	77
WOODWST	WOODWORTH STREET	05	E/S MACLAY AVE	W/S CARISLE ST	2	515	31	15965	E	AC	zne6	4/10/2024	77
SAFEMBL	SAN FERNANDO MISSION BL	02	S/S PICO ST	CITY LIMITS SOUTH	4	2250	56	126000	A	AC	zne5	4/8/2024	76
ARROST	ARROYO STREET	01	N/S 5TH ST	S/S GLENOAKS BL	2	1295	39	50505	C	AC	zne4	4/4/2024	76
ORGRAV	ORANGE GROVE AVENUE	05	S/S FOURTH ST	N/S FIRST ST	2	1195	35	41825	C	AC	zne3	4/3/2024	76
COROST	CORONEL STREET	02	E/S HUNTINGTON ST	W/S WORKMAN ST	2	535	33	17655	E	AC	zne5	4/9/2024	76
FERMST	FERMOORE STREET	02	S/S LUCAS ST	N/S GLENOAKS BL	2	615	33	20295	E	AC	zne1	4/5/2024	76



BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True		Surface Type -	Zone	Last Inpsection	2024 PCI
								Area (SF)	Rank	Current		Date	
GRIFST	GRIFFITH STREET	01	W/S FOX ST	E/S WOLFSKILL ST	2	525	33	17325	E	AC	zne6	4/10/2024	76
HOLLST	HOLLISTER STREET	05	E/S CARLISLE ST	E/S MACLAY AVE	2	540	35	18900	E	AC	zne6	4/9/2024	76
HUNTST	HUNTINGTON STREET	01	S/S WOODWORTH ST	S/S HOLLISTER ST	2	1325	36	47700	E	AC	zne5	4/8/2024	76
KEWEAV	KEWEN AVENUE	08	W/S WORKMAN ST	E/S HUNTINGTON ST	2	390	33	12870	E	AC	zne5	4/10/2024	76
LIBRST	LIBRARY STREET	08	E/S MACLAY AVE	W/S BRAND BL	2	650	25	16250	E	AC	zne4	4/8/2024	76
LUCAST	LUCAS STREET	03	W/S MACLAY AVE	END	2	925	33	30525	E	AC	zne1	4/5/2024	76
MEYEST	MEYER STREET	03	N/S FIFTH ST	CDS	2	705	33	24765	E	AC	zne3	4/5/2024	76
OMELST	O'MELVENY STREET	01	W/S CHATSWORTH DR	E/S BRAND BL	2	295	37	10915	E	AC	zne6	4/10/2024	76
OMELST	O'MELVENY STREET	05	W/S KALISHER ST	E/S WORKMAN ST	2	525	33	17325	E	AC	zne5	4/10/2024	76
WOODWST	WOODWORTH STREET	06	E/S CHATSWORTH DR	W/S WOLFSKILL ST	2	525	32	16800	E	AC	zne6	4/10/2024	76
WORKMST	WORKMAN STREET	12	N/S SEVENTH ST	N/S FERMOORE DR	2	605	35	21175	E	AC	zne1	4/2/2024	76
SAFEMBL	SAN FERNANDO MISSION BL	01	S/S TRUMAN ST	S/S PICO ST	5	800	56	44800	A	AC	zne5	4/8/2024	75
SANFERD	SAN FERNANDO ROAD	02	W/S WORKMAN ST	W/S SAN FERNANDO MISSION	4	1135	55	62425	A	AAC	zne5	4/9/2024	75
COROST	CORONEL STREET	01	E/S MEYER ST	W/S HUNTINGTON ST	2	1100	33	36300	E	AC	zne5	4/9/2024	75
FERMST	FERMOORE STREET	01	S/S FERMOORE DR	N/S SEVENTH ST	2	545	35	19075	E	AC	zne1	4/2/2024	75
GRIFST	GRIFFITH STREET	02	W/S WOLFSKILL ST	E/S CHATSWORTH DR	2	525	35	18375	E	AC	zne6	4/10/2024	75
HARDST	HARDING STREET	03	S/S SEVENTH ST	N/S GLENOAKS ST	2	1300	33	42900	E	AC	zne1	4/3/2024	75
HUNTST	HUNTINGTON STREET	09	E/S FERMOORE ST	N/S FIFTH ST	2	605	33	19965	E	AC	zne3	4/3/2024	75
KEWEAV	KEWEN AVENUE	05	W/S MACLAY AVE	E/S SAN FERNANDO MISSION	2	525	35	18375	E	AC	zne5	4/10/2024	75
NEWTPL	NEWTON PLACE	01	E/S NEWTON ST	CDS	2	115	33	5295	E	AC	zne2	4/11/2024	75
PHILST	PHILLIPPI STREET	01	E/S HUBBARD ST	W/S ORANGE GROVE ST	2	1525	35	53375	E	AC	zne1	4/2/2024	75
SEVEST	SEVENTH STREET	04	E/S HARDING AVE	E/S ORANGE GROVE AVE	2	1285	36	46260	E	AC	zne1	4/3/2024	75
THIRST	THIRD STREET	06	E/S MACNEIL ST	W/S BRAND BL	2	325	33	10725	E	AC	zne4	4/4/2024	75
DEGAST	DE GARMO STREET	05	W/S ALEXANDER ST	E/S HARPS ST	2	325	31	10075	E	AC	zne3	4/5/2024	74
HARDST	HARDING STREET	01	CITY LIMIT NORTH	N/S EIGHTH ST	2	125	32	4000	E	AAC	zne1	4/3/2024	74
HARPST	HARPS STREET	02	S/S DE GARMO ST	N/S FIFTH ST	2	585	35	20475	E	AC	zne3	4/5/2024	74
HEWIST	HEWITT STREET	07	E/S WOLFSKILL ST	W/S FOX ST	2	525	33	17325	E	AC	zne6	4/10/2024	74
HOLLST	HOLLISTER STREET	04	W/S BRAND BL	E/S CARLISLE ST	2	150	35	5250	E	AC	zne6	4/9/2024	74
KEWEAV	KEWEN AVENUE	04	W/S BRAND BL	E/S MACLAY AVE	2	690	35	24150	E	AC	zne6	4/10/2024	74
LAZAST	LAZARD STREET	08	S/S PICO ST	N/S CORONEL ST	2	265	35	9275	E	AC	zne5	4/9/2024	74
MACNST	MACNEIL STREET	01	S/S EIGHTH ST	W/S BRAND BL	2	980	33	32340	E	AC	zne2	4/5/2024	74
NEWTST	NEWTON STREET	03	S/S SEVENTH ST	N/S GLENOAKS BL	2	1275	33	42075	E	AC	zne2	4/3/2024	74
SECST	SECOND STREET	06	E/S ALEXANDER ST	W/S HAGAR ST	2	325	32	10400	E	AC	zne3	4/4/2024	74
SEVEST	SEVENTH STREET	02	E/S BRAND BL	E/S MACLAY AVE	2	650	33	21450	E	AC	zne2	4/3/2024	74
WARRST	WARREN STREET	05	W/S MEYER ST	END	2	560	34	19040	E	AC	zne1	4/5/2024	74
WORKMST	WORKMAN STREET	02	S/S WOODWORTH ST	S/S HOLLISTER ST	2	1325	34	45050	E	AC	zne5	4/8/2024	74
FERMST	FERMOORE STREET	03	E/S HUNTINGTON ST	N/S FIFTH ST	2	585	33	19305	E	AC	zne3	4/5/2024	73
LAZAST	LAZARD STREET	09	S/S CORONEL ST	END AT PARKING	1	130	33	4290	E	AC	zne5	4/9/2024	73



BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type -	Zone		2024 PCI
OMELST	O'MELVENY STREET	04	W/S SAN FERNANDO MISSION	E/S KALISHER ST	2	525	33	17325	E	Current AC	zne5	Date 4/10/2024	73
PICOST	PICO STREET	04	E/S MEYER ST	W/S HUNGTINGTON ST	2	1085	33	35805	<u>с</u>	AC	zne5	4/9/2024	73
PICOST	PICO STREET	01	E/S CHATSWORTH DR	W/S WOLFSKILL ST	2	520	35	18200		AAC	zne6	4/9/2024	73
SECST	SECOND STREET	08	W/S HUBBARD AVE	CITY LIMTIS WEST	2	135	40	5400	E	AC	zne3	4/9/2024	73
AWOMAC	ALLEY WO MACLAY	09	S/S WARREN ST	N/S LUCUS ST	2	285	13	3705	0	AC	zne1	4/11/2024	73
EIGHST	EIGHTH STREET	02	W/S ORANGE GROVE AVE	W/S LEACH ST	2	900	33	29700	F	AC	zne1	4/11/2024	73
EIGHST	EIGHTH STREET	07	W/S LEACH ST	E/S HUBBARD ST	2	675	35	23625	F	AAC	zne1	4/2/2024	72
FIRSST	FIRST STREET	01	W/S BRAND AVE	E/S MACLAY AVE	2	675	44	29700	E	AC	zne1	4/3/2024	72
HOLLST	HOLLISTER STREET	01	W/S WORKMAN ST	E/S HUNTINGTON ST	2	520	33	17160	F	AC	zne5	4/9/2024	72
LUCAST	LUCAS STREET	03	W/S WORKMAN ST	E/S ORANGE GROVE AVE	2	940	35	32900	E	AC	zne1	4/5/2024	72
WARRST	WARREN STREET	04	E/S HUNTINGTON ST	E/S ORANGE GROVE AVE	2	325	33	10725	E	AC	zne1	4/5/2024	72
PARKING	PARKING LOTS	07	CELTS MIDBLOCK N	MACLAY-BRAND	0	125	85	10725	с Т	AC	21101	4/11/2024	72
ORGRAV	ORANGE GROVE AVENUE	01A	S/S EIGHTH ST	N/S SEVENTH ST	2	1465	35	51275	C	AC	zne1	4/3/2024	72
DEFOST	DE FOE STREET	01	W/S BRAND BL	END - NEAR MACLAY AVE	2	600	35	21000	F	AC	zne4	4/8/2024	71
DEGAST	DE GARMO STREET	06	W/S HARPS ST	E/S HARDING ST	2	225	31	6975	E	AC	zne4	4/5/2024	71
GRIFST	GRIFFITH STREET	00	W/S MACLAY AVE	E/S SAN FERNANDO MISSION	2	525	33	17325	F	AC	zne5	4/10/2024	71
LAZAST	LAZARD STREET	07	S/S CELIS ST	N/S PICO ST	2	295	35	10325	F	AC	zne5	4/9/2024	71
THIRST	THIRD STREET	05	E/S MACLAY AVE	W/S MACNEIL ST	2	315	33	10395	E	AC	zne4	4/4/2024	71
PARKING	PARKING LOTS	05B	TRUMAN SE UPPER	BRAND SE UPPER	0	220	115	25300	T	PCC	2	4/11/2024	71
GLENOBL	GLENOAKS BOULEVARD	01	W/S ARROYO AVE	W/S BRAND BL	4	2100	56	113600	A	AAC	zne2	4/4/2024	70
MACLST	MACLAY STREET	06	N/S FIRST ST	N/S TRUMAN ST	3	405	55	21675	A	AC	zne6	4/2/2024	70
CARLIST	CARLISLE STREET	01	S/S PICO	N/S CORONEL	2	225	26	5850	E	AC	zne6	4/8/2024	70
FOURST	FOURTH STREET	04	W/S MACLAY AVE	W/S WORKMAN ST	2	1675	37	61975	E	AC	zne3	4/4/2024	70
HUNTST	HUNTINGTON STREET	11	S/S LUCAS ST	N/S GLENOAKS BL	2	615	35	21525	E	AC	zne1	4/3/2024	70
MORSICT	MORNINGSIDE COURT	01	E/S MACLAY AVE	W/S BRAND BL	2	625	30	20150	E	AC	zne4	4/8/2024	70
PARKSDR	PARKSIDE DRIVE	01	S/S FOURTH ST	CDS	2	785	47	38395	E	AC	zne4	4/4/2024	70
FOURST	FOURTH STREET	06	W/S HUBBARD ST	CITY LIMITS WEST	2	125	32	4000	E	AC	zne3	4/4/2024	69
MEYEST	MEYER STREET	01	S/S SEVENTH ST	S/S WARREN ST	2	345	33	11385	E	AC	zne1	4/5/2024	69
SEVEST	SEVENTH STREET	03	W/S MACLAY AVE	E/S HARDING AVE	2	1275	39	49725	E	AC	zne1	4/3/2024	69
THIRST	THIRD STREET	04	E/S HAGAR ST	W/S MACLAY AVE	2	330	32	10560	E	AC	zne3	4/4/2024	69
PICOST	PICO STREET	07	E/S BRAND BL	W/S CHATSWORTH DR	2	295	37	10915	E	AC	zne6	4/9/2024	68
SECST	SECOND STREET	03	E/S HUNTINGTON ST	W/S HARDING AVE	2	955	32	30560	E	AC	zne3	4/4/2024	68
FOURST	FOURTH STREET	01	CITY LIMITS EAST	E/S PARK AVE	2	925	40	37000	E	AC	zne4	4/4/2024	67
FOURST	FOURTH STREET	02	E/S PARK AVE	E/S BRAND BL	2	1250	36	45000	E	AC	zne4	4/4/2024	67
KALIST	KALISHER STREET	03	N/S GRIFFITH ST	S/S HEWITT ST	2	485	33	16005	E	AC	zne5	4/8/2024	67
MACNST	MACNEIL STREET	04	N/S FIRST ST	N/S THIRD ST	2	825	48	39600	E	AC	zne4	4/3/2024	67
PICOST	PICO STREET	02	E/S HUNTINGTON ST	W/S WORKMAN ST	2	520	33	17160	E	AAC	zne5	4/9/2024	67
AVIAPL	AVIATION PLACE	01	S/S EIGHTH ST	CDS	2	895	39	38305	E	AC	zne2	4/11/2024	66



BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type -	Zone	Last Inpsection	2024 PCI
										Current		Date	
HOLLST	HOLLISTER STREET	06	W/S MACLAY AVE	E/S SAN FERNANDO MISSION BL	2	525	35	18375	E	AC	zne5	4/9/2024	66
HUNTST	HUNTINGTON STREET	05	N/S SAN FERNANDO RD	S/S TRUMAN ST	2	140	35	4900	E	AC	zne5	4/8/2024	65
ASOSF	ALLEY SO SAN FERNANDO	01	E/S ARROYO AVE	CITY LIMITS EAST	2	535	13	6955	0	PCC	zne6	4/11/2024	65
FIFTST	FIFTH STREET	02	E/S ORANGE GROVE AVE	E/S FERMOORE ST	2	650	31	20150	E	AC	zne3	4/4/2024	64
GLENCDR	GLENCREST DRIVE	01	E/S ARROYO AVE	CITY LIMITS EAST	2	125	40	5000	E	AC	zne2	4/11/2024	64
HUNTST	HUNTINGTON STREET	04	N/S CELIS ST	S/S SAN FERNANDO RD	2	220	37	8140	E	AC	zne5	4/8/2024	64
WOODWST	WOODWORTH STREET	02	E/S HUNTINGTON ST	W/S WORKMAN ST	2	385	33	12705	E	AC	zne5	4/10/2024	64
PARKING	PARKING LOTS	04	TRUMAN SW	BRAND SW	0	500	100	50000	Т	AC		4/11/2024	64
THIRST	THIRD STREET	03	E/S ALEXANDER ST	W/S HAGAR ST	2	325	33	10725	E	AC	zne3	4/4/2024	63
AEOMAC	ALLEY EO MACLAY	04	S/S SECOND ST	N/S FIRST ST	2	380	20	7600	0	AC	zne4	4/11/2024	63
PARKING	PARKING LOTS	01	MACLAY SE	FIRST SE	0	275	125	34375	Т	AC		4/11/2024	63
CELIST	CELIS STREET	02	W/S HUNTINGTON ST	W/S KALISHER ST	2	1145	33	37785	E	AC	zne5	4/9/2024	61
JESSST	JESSIE STREET	01	N/S FIRST ST	S/S FOURTH ST	2	1375	37	50875	E	AC	zne4	4/4/2024	61
LIBRST	LIBRARY STREET	10	E/S PARK ST	W/S FOX ST	2	325	39	12675	E	AC	zne4	4/10/2024	61
AWOMAC	ALLEY WO MACLAY	05	S/S LIBRARY	N/S FOURTH ST	2	625	13	8125	0	AC	zne3	4/11/2024	61
HEWIST	HEWITT STREET	05	E/S MACLAY AVE	W/S CARLISLE ST	2	515	36	18540	E	AC	zne6	4/10/2024	60
AWOMAC	ALLEY WO MACLAY	11	S/S KNOX ST	END	2	135	20	2700	0	AC	zne1	4/11/2024	60
DEGAST	DE GARMO STREET	04	W/S HAGAR ST	E/S ALEXANDER ST	2	325	33	10725	E	AC	zne3	4/5/2024	59
DEGAST	DE GARMO STREET	03	W/S MACLAY AVE	E/S HAGAR ST	2	325	32	10400	E	AC	zne3	4/5/2024	58
EIGHST	EIGHTH STREET	03	W/S MACLAY ST	E/S HARDING ST	2	1295	33	42735	E	AAC	zne1	4/2/2024	58
HEWIST	HEWITT STREET	06	E/S CHATSWORTH DR	W/S WOLFSKILL ST	2	525	36	18900	E	AC	zne6	4/10/2024	58
PARKING	PARKING LOTS	09	CELTS SW	BRAND SW	0	365	195	61175	Т	AC		4/11/2024	57
EIGHST	EIGHTH STREET	04	W/S HARDING AVE	E/S FERNMONT ST	2	625	33	20625	E	AAC	zne1	4/2/2024	56
PARKAV	PARK AVENUE	01	S/S FIFTH ST	N/S FOURTH ST	2	1295	37	47915	E	AC	zne4	4/4/2024	56
COROST	CORONEL STREET	07	E/S CHATWORTH DR	W/S WOLFSKILL ST	2	535	33	17655	E	AC	zne6	4/9/2024	55
AWOMAC	ALLEY WO MACLAY	03	S/S GLENOAKS	N/S DEGARMO	2	645	20	12900	0	AC	zne3	4/11/2024	55
FIFTST	FIFTH STREET	03	E/S FERMOORE ST	E/S HARDING AVE	2	675	36	24300	E	AC	zne3	4/4/2024	53
FIFTST	FIFTH STREET	04	E/S HARDING AVE	W/S MACLAY AVE	2	1275	39	49725	E	AC	zne3	4/4/2024	53
HOLLST	HOLLISTER STREET	01	W/S FOX ST	W/S WOLFSKILL ST	2	520	36	18720	E	PCC	zne6	4/9/2024	53
CELIST	CELIS STREET	07	E/S WOLFSKILL ST	W/S FOX ST	2	535	39	20865	E	PCC	zne6	4/9/2024	52
FAYEST	FAYECROFT STREET	02	CDS	END	2	525	32	18300	E	AC	zne3	4/10/2024	52
FOURST	FOURTH STREET	03	W/S BRAND BL	E/S MACLAY AVE	2	675	37	24975	E	AC	zne4	4/4/2024	52
HOLLST	HOLLISTER STREET	02	W/S WOLFSKILL ST	E/S CHATSWORTH DR	2	520	36	18720	E	PCC	zne6	4/9/2024	52
MACNST	MACNEIL STREET	02	N/S SEVENTH ST	CDS	2	250	29	8350	E	AC	zne2	4/3/2024	51
WOODCAV	WOODCOCK AVENUE	01	E/S HUBBARD AVE	W/S FAYECROFT ST	2	230	32	7360	E	AC	zne3	4/10/2024	51
HUBBAV	HUBBARD AVENUE	03	N/S TRUMAN ST	S/S FOURTH ST	5	1700	66	111550	A	AC	zne3	4/9/2024	50
COROST	CORONEL STREET	08	E/S WOLFSKILL ST	W/S FOX ST	2	535	33	17655	E	AC	zne6	4/9/2024	50
HARPST	HARPS STREET	04	S/S LIBRARY ST	N/S FOURTH ST	2	625	30	18750	E	AC	zne3	4/5/2024	50



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						, in the second s		Area (SF)	Rank	Current		Date	
PARKING	PARKING LOTS	08	CELTS SE	SAN FERNANDO MISSION SE	0	355	200	68500	Т	AC		4/11/2024	50
FERMST	FERMOORE STREET	06	S/S FOURTH ST	N/S SECOND ST	2	685	35	23975	E	AC	zne3	4/5/2024	49
GRIFST	GRIFFITH STREET	03	W/S CARLISLE ST	E/S MACLAY AVE	2	515	33	16995	E	AC	zne6	4/10/2024	49
KALIST	KALISHER STREET	04	S/S HEWITT ST	S/S PICO ST	2	780	33	25740	E	AC	zne5	4/8/2024	49
PARKING	PARKING LOTS	03	TRUMAN SE	SAN FERNANDO MISSION SE	0	235	100	23500	Т	AC		4/11/2024	49
AEOMACN	ALLEY EO MACNEIL	01	N/S ALLEY NO FIRST	S/S SECOND ST	2	210	15	3150	0	AC	zne4	4/11/2024	48
MACNST	MACNEIL STREET	05	N/S THIRD ST	S/S FOURTH ST	2	375	33	12375	E	AC	zne4	4/3/2024	47
OMELST	O'MELVENY STREET	02	W/S BRAND BL	E/S MACLAY AVE	2	695	32	22240	E	AC	zne6	4/10/2024	47
TRUMST	TRUMAN STREET	01	E/S HUBBARD AVE	W/S WORKMAN ST	4	1850	60	111000	Α	AC	zne5	4/8/2024	46
GRISAV	GRISWOLD AVENUE	01	N/S THIRD ST	S/S FOURTH ST	2	385	33	12705	E	AC	zne4	4/3/2024	46
MEYEST	MEYER STREET	08	N/S CELIS ST	END	2	770	34	26180	E	AC	zne5	4/9/2024	46
OMELST	O'MELVENY STREET	03	W/S MACLAY AVE	E/S SAN FERNANDO MISSION	2	520	33	17160	E	AC	zne5	4/10/2024	46
CHATSDR	CHATSWORTH DRIVE	01	S/S SAN FERNANDO RD	N/S CELIS ST	2	225	36	8100	E	AC	zne6	4/8/2024	45
HEWIST	HEWITT STREET	04	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	525	36	18900	E	AC	zne5	4/10/2024	45
LIBRST	LIBRARY STREET	11	E/S FOX ST	END	2	425	37	15725	E	AC	zne4	4/10/2024	45
GRISAV	GRISWOLD AVENUE	02	N/S FOURTH ST	S/S FIFTH ST	2	1295	33	42735	E	AC	zne4	4/3/2024	44
LAZAST	LAZARD STREET	06	S/S SAN FERNANDO RD	N/S CELIS ST	2	225	36	8100	E	AC	zne5	4/9/2024	44
WOLFST	WOLFSKILL STREET	04	N/S SAN FERNANDO RD	S/S TRUMAN ST	2	215	36	7740	E	AC	zne6	4/8/2024	44
FOXST	FOX STREET	01	N/S FOURTH ST	N/S LIBRARY ST	2	660	39	25740	E	AC	zne4	4/4/2024	43
TRUMST	TRUMAN STREET	02	W/S WORKMAN ST	E/S MACLAY AVE	5	1775	60	106500	A	AC	zne5	4/8/2024	42
CHATSDR	CHATSWORTH DRIVE	02	N/S CELIS ST	S/S HOLLISTER ST	2	835	40	33400	E	AC	zne6	4/8/2024	42
FIFTST	FIFTH STREET	05	E/S MACLAY AVE	W/S GRISWOLD AVE	2	1295	37	47915	E	AC	zne4	4/4/2024	42
KEWEAV	KEWEN AVENUE	06	W/S SAN FERNANDO MISSION	E/S KALISHER ST	2	525	36	18900	E	PCC	zne5	4/10/2024	42
AEOMAC	ALLEY EO MACLAY	03	S/S THIRD ST	N/S SECOND ST	2	375	12	4500	0	AC	zne4	4/11/2024	42
CORKST	CORK STREET	01	N/S PEARWOOD AVE	E/S LASHBURN ST	2	975	27	26325	E	AC	zne5	4/10/2024	41
LASHST	LASHBURN STREET	01	S/S JACKMAN AE	N/S PEARWOOD AVE	2	1225	27	33075	E	AC	zne5	4/10/2024	41
WOLFST	WOLFSKILL STREET	03	N/S HOLLISTER ST	S/S SAN FERNANDO RD	2	1035	36	37260	E	AC	zne6	4/8/2024	41
AEOMAC	ALLEY EO MACLAY	01	S/S EIGHTH ST	N/S SEVENTH ST	2	1300	22	28600	0	AC	zne2	4/11/2024	41
BRANBL	BRAND BOULEVARD	04	S/S FOURTH ST	N/S TRUMAN ST	4	1625	53	85125	A	AC	zne4	4/2/2024	40
JACKAV	JACKMAN AVENUE	01	N/S PEARWOOD AVE	E/S HUBBARD AVE	2	2200	27	59400	E	AC	zne5	4/10/2024	40
HOLLST	HOLLISTER STREET	08	W/S KALISHER ST	E/S WORKMAN ST	2	525	31	16275	E	AC	zne5	4/9/2024	39
SECST	SECOND STREET	07	E/S HAGAR ST	W/S MACLAY AVE	2	315	32	10080	E	AC	zne3	4/4/2024	39
SECST	SECOND STREET	08	E/S MACLAY AVE	W/S MACNEIL ST	1	305	31	9455	E	AC	zne4	4/4/2024	38
TRUMST	TRUMAN STREET	03	E/S MACLAY AVE	W/S FOX ST	5	2225	60	133500	Α	AC	zne6	4/8/2024	37
ILEXAV	ILEX AVENUE	01	W/S FOX ST	S/S SAN FERNANDO RD	2	165	39	6435	C	PCC	zne6	4/10/2024	37
FIFTST	FIFTH STREET	06	W/S GRISWOLD AVE	W/S ARROYO AVE	2	1450	37	50650	E	AC	zne4	4/4/2024	36
TRUMST	TRUMAN STREET	04	W/S HUBBARD AVE	CITY LIMITS WEST	5	105	60	6300	Α	AC	zne5	4/8/2024	35
FIFTST	FIFTH STREET	01	E/S HUBBARD ST	E/S ORANGE GROVE AVE	2	1250	31	38750	E	AC	zne3	4/4/2024	35



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									Νάτικ	Current		Date	
GRIFST	GRIFFITH STREET	07	W/S WORKMAN ST	E/S HUNTINGTON ST	2	385	33	12705	E	AC	zne5	4/10/2024	35
PICOST	PICO STREET	03	E/S WORKMAN ST	W/S KALISHER ST	2	525	33	17325	E	AAC	zne5	4/9/2024	35
WOLFST	WOLFSKILL STREET	01	CITY LIMITS SOUTH	S/S MOTT ST	2	670	34	22780	E	AC	zne6	4/8/2024	35
CHATSDR	CHATSWORTH DRIVE	03	S/S HOLLISTER ST	CITY LIMITS SOUTH	2	1735	39	67665	E	AC	zne6	4/8/2024	34
HEWIST	HEWITT STREET	03	E/S KALISHER ST	W/S SAN FERNANDO MISSION	2	525	33	17325	E	AC	zne5	4/10/2024	34
WORKMST	WORKMAN STREET	09	N/S LIBRARY ST	S/S FIFTH ST	2	625	35	21875	E	PCC	zne3	4/10/2024	34
WORKMST	WORKMAN STREET	04	N/S CELIS ST	S/S SAN FERNANDO RD	2	220	35	7700	E	AC	zne5	4/8/2024	33
BORDAV	BORDEN AVENUE	01	E/S ARROYO AVE	CITY LIMITS EAST	2	125	35	4375	E	AC	zne2	4/11/2024	32
CARLIST	CARLISLE STREET	03	S/S HOLLISTER ST	N/S KEWEN ST	2	495	30	14850	E	AC	zne6	4/8/2024	32
HAGAST	HAGAR STREET	02	N/S SECOND ST	N/S THIRD ST	2	425	36	15300	E	AC	zne3	4/5/2024	31
KALIST	KALISHER STREET	02	N/S O'MELVENY ST	N/S GRIFFITH ST	2	780	33	25740	E	AC	zne5	4/8/2024	31
WORKMST	WORKMAN STREET	06	N/S TRUMAN ST	END	2	185	36	6660	E	AC	zne5	4/8/2024	31
CARLIST	CARLISLE STREET	05	S/S MOTT ST	N/S O'MELVENY ST	2	495	28	13860	E	AC	zne6	4/8/2024	30
FIRSST	FIRST STREET	04	E/S HUNTINGTON ST	E/S HUBBARD AVE	2	1325	40	53000	E	AC	zne3	4/3/2024	30
GRIFST	GRIFFITH STREET	05	W/S SAN FERNANDO MISSION	E/S KALISHER ST	2	525	33	17325	E	AC	zne5	4/10/2024	30
CELIST	CELIS STREET	06	E/S CHATSWORTH DR	W/S WOLFSKILL ST	2	535	39	20865	E	PCC	zne6	4/9/2024	27
WOLFST	WOLFSKILL STREET	02	S/S MOTT ST	N/S HOLLISTER ST	2	1075	34	36550	E	AC	zne6	4/8/2024	27
ASOSE	ALLEY SO SECOND	01	E/S HUBBARD	W/S ORANGE GROVE	2	950	30	28500	0	AC	zne3	4/11/2024	27
FIRSST	FIRST STREET	02	W/S MACLAY AVE	W/S HARDING AVE	2	1320	44	58080	E	AC	zne3	4/3/2024	26
MEYEST	MEYER STREET	05	N/S SECOND ST	CDS	2	420	34	15780	E	AC	zne3	4/4/2024	26
CELIST	CELIS STREET	03	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	2	525	39	20475	E	AC	zne5	4/9/2024	25
CELIST	CELIS STREET	04	E/S MACLAY AVE	W/S BRAND BL	2	700	39	27300	E	AC	zne6	4/9/2024	25
HUNTST	HUNTINGTON STREET	06	S/S FOURTH ST	N/S FIRST ST	2	1195	36	43020	E	AC	zne3	4/3/2024	25
KALIST	KALISHER STREET	05	S/S PICO ST	S.S SAN FERNANDO RD	2	515	33	16995	E	AC	zne5	4/8/2024	25
SECST	SECOND STREET	01	E/S HUBBARD AVE	W/S ORANGE GROVE AVE	2	990	36	35640	E	AC	zne3	4/4/2024	25
CARLIST	CARLISLE STREET	04	S/S KEWEN ST	N/S MOTT ST	2	495	28	13860	E	AC	zne6	4/8/2024	23
WORKMST	WORKMAN STREET	05	N/S SAN FERNANDO RD	S/S TRUMAN ST	2	140	36	5040	E	AC	zne5	4/8/2024	23
KALIST	KALISHER STREET	01	CITY LIMITS SOUTH	N/S O'MELVENY ST	2	215	33	7095	E	AC	zne5	4/8/2024	22
SECST	SECOND STREET	02	E/S ORANGE GROVE AVE	W/S HUNTINGTON ST	2	295	36	10620	E	AC	zne3	4/4/2024	22
FIRSST	FIRST STREET	05	E/S JESSIE ST	END	2	1345	62	83390	E	AC	zne4	4/10/2024	21
LAZAST	LAZARD STREET	03	N/S SECOND ST	CDS	2	440	34	16160	E	AC	zne3	4/4/2024	21
WOLFST	WOLFSKILL STREET	05	N/S TRUMAN ST	N/S FIRST ST	2	290	50	14500	E	AC	zne6	4/8/2024	21
SANFERD	SAN FERNANDO ROAD	05	E/S BRAND BL	W/S KITTRIDGE ST	2	205	47	9635	Α	AC	zne6	4/9/2024	20
FOURST	FOURTH STREET	05	W/S WORKMAN ST	E/S HUBBARD ST	2	2050	37	75850	E	AC	zne3	4/4/2024	20
WORKMST	WORKMAN STREET	07	N/S SECOND ST	S/S FOURTH ST	2	690	35	24150	E	AC	zne3	4/5/2024	20
CELIST	CELIS STREET	05	E/S BRAND BL	W/S CHATSWORTH DR	2	295	39	11505	E	AC	zne6	4/9/2024	19
MACNST	MACNEIL STREET	07	N/S LIBRARY ST	S/S MORNINGSIDE CT	2	170	27	4590	E	AC	zne4	4/3/2024	19
AWOMAC	ALLEY WO MACLAY	04	S/S FIFTH	N/S LIBRARY	2	625	13	8125	0	AC	zne3	4/11/2024	18



BranchID	Branch Name	SectionID	From	То	Lanes	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Zone	Last Inpsection Date	2024 PCI
CARLIST	CARLISLE STREET	02	S/S CORONEL ST	N/S HOLLISTER ST	2	225	26	5850	E	AC	zne6	4/8/2024	17
FIRSST	FIRST STREET	03	W/S HARDING AVE	E/S HUNTINGTON ST	2	950	40	38000	E	AC	zne3	4/3/2024	17
GRIFST	GRIFFITH STREET	06	W/S KALISHER ST	E/S WORKMAN ST	2	525	34	17850	E	AC	zne5	4/10/2024	17
PARKING	PARKING LOTS	11	CORONEL	CARLISLE	0	200	100	20000	Т	AC		4/11/2024	16
FERMST	FERMOORE STREET	07	S/S SECOND ST	CDS	2	295	33	11235	E	AC	zne3	4/5/2024	15
MACNST	MACNEIL STREET	06	N/S FOURTH ST	S/S LIBRARY ST	2	620	33	20460	E	AC	zne4	4/3/2024	15
AEOMAC	ALLEY EO MACLAY	06	N/S FOURTH ST	S/S LIBRARY ST	2	615	15	9225	0	AC	zne4	4/11/2024	15
AWOOG	ALLEY WO ORANGE GROVE	01	N/S ALLEY SO SECOND	S/S SECOND ST	2	265	20	5300	0	AC	zne3	4/11/2024	13
HAGAST	HAGAR STREET	01	N/S FIRST ST	S/S SECOND ST	2	385	36	13860	E	AC	zne3	4/5/2024	12
LAZAST	LAZARD STREET	04	END - NORTH	N/S TRUMAN ST	2	185	35	6475	E	AC	zne5	4/9/2024	12
MEYEST	MEYER STREET	06	S/S TRUMAN ST	N/S SAN FERNANDO RD	2	140	35	4900	E	AC	zne5	4/9/2024	12
MEYEST	MEYER STREET	07	S/S SAN FERNANDO RD	N/S CELIS ST	2	220	36	7920	E	AC	zne5	4/9/2024	12
ANOFIR	ALLEY N/O FIRST	01	E/S ALEXANDER	W/S HAGAR ST	2	320	15	4800	0	AC	zne3	4/11/2024	12
AEOHU	ALLEY EO HUBBARD	01	S/S WARREN ST	N/S LUCUS ST	2	285	22	6270	0	AC	zne1	4/11/2024	11
AEOMAC	ALLEY EO MACLAY	02	S/S LUCUS ST	N/S GLENOAKS	2	610	20	12200	0	AC	zne2	4/11/2024	11
PARKING	PARKING LOTS	02	TRUMAN SW	SAN FERNANDO MISSION SW	0	130	65	8450	Т	AC		4/11/2024	11
AEOMAC	ALLEY EO MACLAY	05	S/S FOURTH ST	END	2	150	15	2250	0	AC	zne4	4/11/2024	10
AEOSFM	ALLEY EO SAN FERNANDO MISSION	01	S/S PICO	N/S CORONEL	2	220	20	4400	0	AC	zne5	4/11/2024	9



# Appendix B Unlimited Budget at Year 1 M&R Planning



### Appendix B City of San Fernando 2024 Pavement Management Plan Update Unlimited Budget at Year 1: M&R Planning

Branch ID	Branch Name	SectionID	From	То	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Cost of Treatment	Conceptual Treatment Type
AEOHU	ALLEY EO HUBBARD	01	S/S WARREN ST	N/S LUCUS ST	285	22	6270	0	AC	\$87,777.24	Reconstruction
AEOMAC	ALLEY EO MACLAY	01	S/S EIGHTH ST	N/S SEVENTH ST	1300	22	28600	0	AC	\$313,534.23	Reconstruction
AEOMAC	ALLEY EO MACLAY	02	S/S LUCUS ST	N/S GLENOAKS	610	20	12200	0	AC	\$170,794.62	Reconstruction
AEOMAC	ALLEY EO MACLAY	03	S/S THIRD ST	N/S SECOND ST	375	12	4500	0	AC	\$49,107.39	Reconstruction
AEOMAC	ALLEY EO MACLAY	05	S/S FOURTH ST	END	150	15	2250	0	AC	\$31,499.01	Reconstruction
AEOMAC	ALLEY EO MACLAY	06	N/S FOURTH ST	S/S LIBRARY ST	615	15	9225	0	AC	\$129,145.93	Reconstruction
AEOMACN	ALLEY EO MACNEIL	01	N/S ALLEY NO FIRST	S/S SECOND ST	210	15	3150	0	AC	\$33,425.78	Reconstruction
AEOSFM	ALLEY EO SAN FERNANDO MISSION	01	S/S PICO	N/S CORONEL	220	20	4400	0	AC	\$61,598.06	Reconstruction
ANOFIR	ALLEY N/O FIRST	01	E/S ALEXANDER	W/S HAGAR ST	320	15	4800	0	AC	\$67,197.88	Reconstruction
ASOSE	ALLEY SO SECOND	01	E/S HUBBARD	W/S ORANGE GROVE	950	30	28500	0	AC	\$398,987.43	Reconstruction
AWOMAC	ALLEY WO MACLAY	03	S/S GLENOAKS	N/S DEGARMO	645	20	12900	0	AC	\$107,583.35	Mill and Overlay
AWOMAC	ALLEY WO MACLAY	04	S/S FIFTH	N/S LIBRARY	625	13	8125	0	AC	\$113,746.42	Reconstruction
AWOMAC	ALLEY WO MACLAY	11	S/S KNOX ST	END	135	20	2700	0	AC	\$16,417.84	Mill and Overlay
AWOOG	ALLEY WO ORANGE GROVE	01	N/S ALLEY SO SECOND	S/S SECOND ST	265	20	5300	0	AC	\$74,197.66	Reconstruction
BORDAV	BORDEN AVENUE	01	E/S ARROYO AVE	CITY LIMITS EAST	125	35	4375	E	AC	\$59,016.94	Reconstruction
BRANBL	BRAND BOULEVARD	04	S/S FOURTH ST	N/S TRUMAN ST	1625	53	85125	A	AC	\$944,778.32	Reconstruction
CARLIST	CARLISLE STREET	02	S/S CORONEL ST	N/S HOLLISTER ST	225	26	5850	E	AC	\$81,897.42	Reconstruction
CARLIST	CARLISLE STREET	03	S/S HOLLISTER ST	N/S KEWEN ST	495	30	14850	E	AC	\$200,454.04	Reconstruction
CARLIST	CARLISLE STREET	04	S/S KEWEN ST	N/S MOTT ST	495	28	13860	E	AC	\$194,033.89	Reconstruction
CARLIST	CARLISLE STREET	05	S/S MOTT ST	N/S O'MELVENY ST	495	28	13860	E	AC	\$194,033.89	Reconstruction
CELIST	CELIS STREET	03	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	525	39	20475	E	AC	\$286,640.97	Reconstruction
CELIST	CELIS STREET	04	E/S MACLAY AVE	W/S BRAND BL	700	39	27300	E	AC	\$382,187.96	Reconstruction
CELIST	CELIS STREET	05	E/S BRAND BL	W/S CHATSWORTH DR	295	39	11505	E	AC	\$161,064.93	Reconstruction
CELIST	CELIS STREET	06	E/S CHATSWORTH DR	W/S WOLFSKILL ST	535	39	20865	E	PCC	\$292,100.80	Reconstruction
CELIST	CELIS STREET	07	E/S WOLFSKILL ST	W/S FOX ST	535	39	20865	E	PCC	\$202,366.79	Reconstruction
CHATSDR	CHATSWORTH DRIVE	01	S/S SAN FERNANDO RD	N/S CELIS ST	225	36	8100	E	AC	\$87,178.74	Reconstruction
CHATSDR	CHATSWORTH DRIVE	02	N/S CELIS ST	S/S HOLLISTER ST	835	40	33400	E	AC	\$364,519.17	Reconstruction
CHATSDR	CHATSWORTH DRIVE	03	S/S HOLLISTER ST	CITY LIMITS SOUTH	1735	39	67665	E	AC	\$872,582.14	Reconstruction
CORKST	CORK STREET	01	N/S PEARWOOD AVE	E/S LASHBURN ST	975	27	26325	E	AC	\$288,607.21	Reconstruction
COROST	CORONEL STREET	07	E/S CHATWORTH DR	W/S WOLFSKILL ST	535	33	17655	E	AC	\$147,318.46	Mill and Overlay
COROST	CORONEL STREET	08	E/S WOLFSKILL ST	W/S FOX ST	535	33	17655	E	AC	\$185,578.66	Reconstruction
DEGAST	DE GARMO STREET	03	W/S MACLAY AVE	E/S HAGAR ST	325	32	10400	E	AC	\$72,786.79	Mill and Overlay
DEGAST	DE GARMO STREET	04	W/S HAGAR ST	E/S ALEXANDER ST	325	33	10725	E	AC	\$70,186.56	Mill and Overlay
EIGHST	EIGHTH STREET	03	W/S MACLAY ST	E/S HARDING ST	1295	33	42735	E	AAC	\$299,282.87	Mill and Overlay
EIGHST	EIGHTH STREET	04	W/S HARDING AVE	E/S FERNMONT ST	625	33	20625	E	AAC	\$163,097.89	Mill and Overlay
FAYEST	FAYECROFT STREET	02	CDS	END	525	32	18300	E	AC	\$177,489.21	Reconstruction
FAYEST	FAYECROFT STREET	01	S/S LUCAS ST	N/S DONNAGLEN	315	33	10395	E	AC	7796.218312	Slurry Seal
FERMST	FERMOORE STREET	06	S/S FOURTH ST	N/S SECOND ST	685	35	23975	E	AC	\$253,245.06	Reconstruction
FERMST	FERMOORE STREET	07	S/S SECOND ST	CDS	295	33	11235	E	AC	\$157,285.05	Reconstruction
FIFTST	FIFTH STREET	01	E/S HUBBARD ST	E/S ORANGE GROVE AVE	1250	31	38750	E	AC	\$488,313.46	Reconstruction
FIFTST	FIFTH STREET	03	E/S FERMOORE ST	E/S HARDING AVE	675	36	24300	E	AC	\$225,074.87	Reconstruction
FIFTST	FIFTH STREET	04	E/S HARDING AVE	W/S MACLAY AVE	1275	39	49725	E	AC	\$460,569.87	Reconstruction



### Appendix B City of San Fernando 2024 Pavement Management Plan Update Unlimited Budget at Year 1: M&R Planning

Branch ID	Branch Name	SectionID	From	То	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Cost of Treatment	Conceptual Treatment Type
FIFTST	FIFTH STREET	05	E/S MACLAY AVE	W/S GRISWOLD AVE	1295	37	47915	E	AC	\$522,980.29	Reconstruction
FIFTST	FIFTH STREET	06	W/S GRISWOLD AVE	W/S ARROYO AVE	1450	37	50650	E	AC	\$623,078.77	Reconstruction
FIRSST	FIRST STREET	02	W/S MACLAY AVE	W/S HARDING AVE	1320	44	58080	E	AC	\$813,094.39	Reconstruction
FIRSST	FIRST STREET	03	W/S HARDING AVE	E/S HUNTINGTON ST	950	40	38000	E	AC	\$531,983.25	Reconstruction
FIRSST	FIRST STREET	04	E/S HUNTINGTON ST	E/S HUBBARD AVE	1325	40	53000	E	AC	\$741,976.63	Reconstruction
FIRSST	FIRST STREET	05	E/S JESSIE ST	END	1345	62	83390	E	AC	\$1,167,423.23	Reconstruction
FOURST	FOURTH STREET	03	W/S BRAND BL	E/S MACLAY AVE	675	37	24975	E	AC	\$242,566.25	Reconstruction
FOURST	FOURTH STREET	05	W/S WORKMAN ST	E/S HUBBARD ST	2050	37	75850	E	AC	\$1,061,866.56	Reconstruction
FOXST	FOX STREET	01	N/S FOURTH ST	N/S LIBRARY ST	660	39	25740	E	AC	\$279,659.15	Reconstruction
GRIFST	GRIFFITH STREET	03	W/S CARLISLE ST	E/S MACLAY AVE	515	33	16995	E	AC	\$179,490.58	Reconstruction
GRIFST	GRIFFITH STREET	05	W/S SAN FERNANDO MISSION	E/S KALISHER ST	525	33	17325	E	AC	\$242,542.36	Reconstruction
GRIFST	GRIFFITH STREET	06	W/S KALISHER ST	E/S WORKMAN ST	525	34	17850	E	AC	\$249,892.13	Reconstruction
GRIFST	GRIFFITH STREET	07	W/S WORKMAN ST	E/S HUNTINGTON ST	385	33	12705	E	AC	\$159,951.31	Reconstruction
GRISAV	GRISWOLD AVENUE	01	N/S THIRD ST	S/S FOURTH ST	385	33	12705	E	AC	\$136,125.46	Reconstruction
GRISAV	GRISWOLD AVENUE	02	N/S FOURTH ST	S/S FIFTH ST	1295	33	42735	E	AC	\$462,169.93	Reconstruction
HAGAST	HAGAR STREET	01	N/S FIRST ST	S/S SECOND ST	385	36	13860	E	AC	\$194,033.89	Reconstruction
HAGAST	HAGAR STREET	02	N/S SECOND ST	N/S THIRD ST	425	36	15300	E	AC	\$211,209.99	Reconstruction
HARPST	HARPS STREET	04	S/S LIBRARY ST	N/S FOURTH ST	625	30	18750	E	AC	\$197,116.85	Reconstruction
HEWIST	HEWITT STREET	03	E/S KALISHER ST	W/S SAN FERNANDO MISSION	525	33	17325	E	AC	\$223,312.64	Reconstruction
HEWIST	HEWITT STREET	04	E/S SAN FERNANDO MISSION	W/S MACLAY AVE	525	36	18900	E	AC	\$203,407.59	Reconstruction
HEWIST	HEWITT STREET	05	E/S MACLAY AVE	W/S CARLISLE ST	515	36	18540	E	AC	\$112,735.82	Mill and Overlay
HEWIST	HEWITT STREET	06	E/S CHATSWORTH DR	W/S WOLFSKILL ST	525	36	18900	E	AC	\$132,020.86	Mill and Overlay
HOLLST	HOLLISTER STREET	01	W/S FOX ST	W/S WOLFSKILL ST	520	36	18720	E	PCC	\$173,138.31	Reconstruction
HOLLST	HOLLISTER STREET	02	W/S WOLFSKILL ST	E/S CHATSWORTH DR	520	36	18720	E	PCC	\$181,562.73	Reconstruction
HOLLST	HOLLISTER STREET	08	W/S KALISHER ST	E/S WORKMAN ST	525	31	16275	E	AC	\$185,318.51	Reconstruction
HUBBAV	HUBBARD AVENUE	03	N/S TRUMAN ST	S/S FOURTH ST	1700	66	111550	A	AC	\$1,172,545.97	Reconstruction
HUNTST	HUNTINGTON STREET	06	S/S FOURTH ST	N/S FIRST ST	1195	36	43020	E	AC	\$602,261.03	Reconstruction
HUNTST	HUNTINGTON STREET	02	N/S HOLLISTER ST	N/S PICO ST	450	36	16200	E	AC	12149.95062	Slurry Seal
ILEXAV	ILEX AVENUE	01	W/S FOX ST	S/S SAN FERNANDO RD	165	39	6435	С	PCC	\$77,134.20	Reconstruction
JACKAV	JACKMAN AVENUE	01	N/S PEARWOOD AVE	E/S HUBBARD AVE	2200	27	59400	E	AC	\$658,194.34	Reconstruction
KALIST	KALISHER STREET	01	CITY LIMITS SOUTH	N/S O'MELVENY ST	215	33	7095	E	AC	\$99,326.87	Reconstruction
KALIST	KALISHER STREET	02	N/S O'MELVENY ST	N/S GRIFFITH ST	780	33	25740	E	AC	\$355,175.26	Reconstruction
KALIST	KALISHER STREET	04	S/S HEWITT ST	S/S PICO ST	780	33	25740	E	AC	\$271,862.72	Reconstruction
KALIST	KALISHER STREET	05	S/S PICO ST	S.S SAN FERNANDO RD	515	33	16995	E	AC	\$237,922.51	Reconstruction
KEWEAV	KEWEN AVENUE	06	W/S SAN FERNANDO MISSION	E/S KALISHER ST	525	36	18900	E	PCC	\$206,251.04	Reconstruction
LASHST	LASHBURN STREET	01	S/S JACKMAN AE	N/S PEARWOOD AVE	1225	27	33075	E	AC	\$362,609.06	Reconstruction
LAZAST	LAZARD STREET	03	N/S SECOND ST	CDS	440	34	16160	E	AC	\$226,232.88	Reconstruction
LAZAST	LAZARD STREET	04	END - NORTH	N/S TRUMAN ST	185	35	6475	E	AC	\$90,647.15	Reconstruction
LAZAST	LAZARD STREET	06	S/S SAN FERNANDO RD	N/S CELIS ST	225	36	8100	E	AC	\$87,583.60	Reconstruction
LIBRST	LIBRARY STREET	11	E/S FOX ST	END	425	37	15725	E	AC	\$169,237.27	Reconstruction
MACNST	MACNEIL STREET	02	N/S SEVENTH ST	CDS	250	29	8350	E	AC	\$84,893.46	Reconstruction
MACNST	MACNEIL STREET	05	N/S THIRD ST	S/S FOURTH ST	375	33	12375	E	AC	\$131,965.00	Reconstruction



Appendix B City of San Fernando 2024 Pavement Management Plan Update Unlimited Budget at Year 1: M&R Planning

Branch ID	Branch Name	SectionID	From	То	Length	Width	Section True Area (SF)	Section Rank	Surface Type - Current	Cost of Treatment	Conceptual Treatment Type
MACNST	MACNEIL STREET	06	N/S FOURTH ST	S/S LIBRARY ST	620	33	20460	E	AC	\$286,430.98	Reconstruction
MACNST	MACNEIL STREET	07	N/S LIBRARY ST	S/S MORNINGSIDE CT	170	27	4590	E	AC	\$64,257.98	Reconstruction
MEYEST	MEYER STREET	05	N/S SECOND ST	CDS	420	34	15780	E	AC	\$220,913.04	Reconstruction
MEYEST	MEYER STREET	06	S/S TRUMAN ST	N/S SAN FERNANDO RD	140	35	4900	E	AC	\$68,597.84	Reconstruction
MEYEST	MEYER STREET	07	S/S SAN FERNANDO RD	N/S CELIS ST	220	36	7920	E	AC	\$110,876.51	Reconstruction
MEYEST	MEYER STREET	08	N/S CELIS ST	END	770	34	26180	E	AC	280448.6523	Reconstruction
MEYEST	MEYER STREET	02	S/S WARREN ST	N/S LUCAS ST	280	35	9800	E	AC	7349.970126	Slurry Seal
OMELST	O'MELVENY STREET	02	W/S BRAND BL	E/S MACLAY AVE	695	32	22240	E	AC	237119.3409	Reconstruction
OMELST	O'MELVENY STREET	03	W/S MACLAY AVE	E/S SAN FERNANDO MISSION	520	33	17160	E	AC	183823.4864	Reconstruction
PARKAV	PARK AVENUE	01	S/S FIFTH ST	N/S FOURTH ST	1295	37	47915	E	AC	378685.2253	Mill and Overlay
PARKAV	PARK AVENUE	02	S/S FOURTH ST	N/S FIRST ST	1350	67	82350	E	AC	61762.24897	Slurry Seal
PARKING	PARKING LOTS	02	TRUMAN SW	SAN FERNANDO MISSION SW	130	65	8450	Т	AC	118296.2744	Reconstruction
PARKING	PARKING LOTS	03	TRUMAN SE	SAN FERNANDO MISSION SE	235	100	23500	Т	AC	248262.8428	Reconstruction
PARKING	PARKING LOTS	08	CELTS SE	SAN FERNANDO MISSION SE	355	200	68500	Т	AC	\$720,201.66	Reconstruction
PARKING	PARKING LOTS	09	CELTS SW	BRAND SW	365	195	61175	Т	AC	456228.1239	Mill and Overlay
PARKING	PARKING LOTS	11	CORONEL	CARLISLE	200	100	20000	Т	AC	\$279,991.18	Reconstruction
PARKING	PARKING LOTS	07	CELTS MIDBLOCK N	MACLAY-BRAND	125	85	10625	Т	AC	7968.717611	Slurry Seal
PICOST	PICO STREET	03	E/S WORKMAN ST	W/S KALISHER ST	525	33	17325	E	AAC	218323.3743	Reconstruction
SANFERD	SAN FERNANDO ROAD	05	E/S BRAND BL	W/S KITTRIDGE ST	205	47	9635	A	AC	134885.7519	Reconstruction
SECST	SECOND STREET	01	E/S HUBBARD AVE	W/S ORANGE GROVE AVE	990	36	35640	E	AC	498944.2862	Reconstruction
SECST	SECOND STREET	02	E/S ORANGE GROVE AVE	W/S HUNTINGTON ST	295	36	10620	E	AC	148675.3176	Reconstruction
SECST	SECOND STREET	07	E/S HAGAR ST	W/S MACLAY AVE	315	32	10080	E	AC	114868.6617	Reconstruction
SECST	SECOND STREET	08	E/S MACLAY AVE	W/S MACNEIL ST	305	31	9455	E	AC	110611.069	Reconstruction
TRUMST	TRUMAN STREET	01	E/S HUBBARD AVE	W/S WORKMAN ST	1850	60	111000	A	AC	1189123.692	Reconstruction
TRUMST	TRUMAN STREET	02	W/S WORKMAN ST	E/S MACLAY AVE	1775	60	106500	A	AC	1162314.105	Reconstruction
TRUMST	TRUMAN STREET	03	E/S MACLAY AVE	W/S FOX ST	2225	60	133500	A	AC	1600620.526	Reconstruction
TRUMST	TRUMAN STREET	04	W/S HUBBARD AVE	CITY LIMITS WEST	105	60	6300	A	AC	79333.6034	Reconstruction
WOLFST	WOLFSKILL STREET	01	CITY LIMITS SOUTH	S/S MOTT ST	670	34	22780	E	AC	286860.2358	Reconstruction
WOLFST	WOLFSKILL STREET	02	S/S MOTT ST	N/S HOLLISTER ST	1075	34	36550	E	AC	511683.885	Reconstruction
WOLFST	WOLFSKILL STREET	03	N/S HOLLISTER ST	S/S SAN FERNANDO RD	1035	36	37260	E	AC	408508.5537	Reconstruction
WOLFST	WOLFSKILL STREET	04	N/S SAN FERNANDO RD	S/S TRUMAN ST	215	36	7740	E	AC	83694.87548	Reconstruction
WOLFST	WOLFSKILL STREET	05	N/S TRUMAN ST	N/S FIRST ST	290	50	14500	E	AC	202993.6069	Reconstruction
WOODCAV	WOODCOCK AVENUE	01	E/S HUBBARD AVE	W/S FAYECROFT ST	230	32	7360	E	AC	74695.80114	Reconstruction
WORKMST	WORKMAN STREET	04	N/S CELIS ST	S/S SAN FERNANDO RD	220	35	7700	E	AC	101606.1513	Reconstruction
WORKMST	WORKMAN STREET	05	N/S SAN FERNANDO RD	S/S TRUMAN ST	140	36	5040	E	AC	70557.77785	Reconstruction
WORKMST	WORKMAN STREET	06	N/S TRUMAN ST	END	185	36	6660	E	AC	91898.49392	Reconstruction
WORKMST	WORKMAN STREET	07	N/S SECOND ST	S/S FOURTH ST	690	35	24150	E	AC	338089.3522	Reconstruction
WORKMST	WORKMAN STREET	09	N/S LIBRARY ST	S/S FIFTH ST	625	35	21875	E	PCC	281960.407	Reconstruction



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# AGENDA REPORT

- To: Mayor Celeste T. Rodriguez and Councilmembers
- From: Nick Kimball, City Manager

By: Julio Salcedo, Director of Recreation and Community Services Juan Salas, Recreation and Community Services Supervisor

**Date:** August 19, 2024

Subject:Discussion and Consideration to Approve an Alternate Date for the San Fernando<br/>Valley Mile Run/Walk Event

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Receive a presentation regarding the annual San Fernando Valley Mile (SFVM) Run/Walk event;
- b. Discuss alternate dates to host the event; and
- c. Provide direction to staff, as appropriate.

### **BACKGROUND:**

- 1. Since 2012, the City has collaborated with local Aztec dance groups and other community based organizations to host a Dia de los Muertos (Day of the Dead) Festival.
- 2. On October 14, 2014, the City hosted its first 5k relay run, consisting of a 1.7-kilometer loop, which participants would run/walk three laps or relay with two other participants to complete the 5 kilometers.
- 3. In 2017, the San Fernando 5k relay run was combined with the Dia de los Muertos Event to reduce the impact on limited staff resources since the dates for these two events were very close to each other. It also provided an opportunity to "theme" the 5k as a Dia de los Muertos run.
- 4. Due to the COVID-19 pandemic, the 5k relay run was canceled in 2020 and 2021.

RECREATION AND COMMUNITY SERVICES DEPARTMENT 208 PARK AVENUE, SAN FERNANDO, CA 91340 (818) 898-1290 WWW.SFCITY.ORG

# Discussion and Consideration to Approve an Alternate Date for the San Fernando Valley Mile Run/Walk Event

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- 5. On January 18, 2022, per the recommendation of Dr. Steven Loy and the 3 Wins program, the City Council approved transitioning the 5k relay run to a 1 mile run and authorized the City Manager to accept a \$40,000 dollar operating grant from Anthem Blue Cross.
- 6. On October 29, 2022, the City hosted the first SFVM Run/Walk event on Maclay Avenue with the Day of the Dead Festival commencing shortly after the mile run concluded in the parking lot located at 1001 3rd Street.
- 7. On May 13, 2024, during the budget study session to discuss the Fiscal Year (FY) 2024-2025 Work Plan for the Recreation and Community Services Department, staff proposed separating the SFVM Run/Walk and Dia de los Muertos events to continue the efforts of the Healthy San Fernando Campaign and expand the San Fernando Valley Mile to a Family Health and Fitness Expo.
- 8. On July 1, 2024, as part of adopting the FY 2024-2025 budget and Recreation & Community Services Department work plan, City Council provided direction, per staff's request, to separate the San Fernando Valley Mile Run/Walk from the Dia de los Muertos Festival.

### ANALYSIS:

Parks and Recreation departments organize and host community run/walks events to promote community health and wellness, encourage physical activity among residents, and foster a sense of community engagement. Such events provide an opportunity for people of all ages and fitness levels to come together in a fun and supportive environment, helping to build social connections and strengthen community bonds. Additionally, these events can help raise awareness for other city services, support local businesses, and showcase the City's recreational resources, contributing to the overall quality of life in the community.

For many years, the City has organized and hosted an annual community run/walk, which has ranged in distances from the 5k distance to the current distance of one-mile. The focus of the current 1-mile run/walk is to increase accessibility and affordability for as many participants as possible. The decision to focus on a one-mile run/walk stems from a desire to break down the barriers often associated with longer races, making the event more accessible and less intimidating for a broader range of participants. The one-mile distance is also ideal for families, children, and those who might feel overwhelmed by the prospect of a longer race. It removes the pressure and allows participants to focus on enjoying the experience rather than worrying about their ability to complete the course.

Staff is recommending moving the SFVM Run/Walk from fall to spring and expanding it to include a Family Health and Fitness Expo. Hosting a Run/Walk and Family Health and Fitness Expo in the spring offers several benefits:

# Discussion and Consideration to Approve an Alternate Date for the San Fernando Valley Mile Run/Walk Event

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- Ideal Weather: Spring typically brings milder temperatures, making it more comfortable for participants to engage in outdoor physical activities compared to the cooler, and sometimes unpredictable, weather of fall.
- **Boost in Physical Activity**: After the winter months, a spring event can motivate residents to get active again, helping them kick start healthier habits for the warmer months ahead.
- **Community Engagement**: Spring events can capitalize on the renewed energy and enthusiasm that comes with the end of the rainy winter months, encouraging more community members to participate and engage.
- Avoiding Fall Conflicts: In the fall, there may be competing events such as school activities, sports seasons, and holiday preparations, whereas spring often has fewer scheduling conflicts, allowing for higher attendance and participation. Additionally, this shift will alleviate the strain on staff who are also managing other summer activities, such as Summer Day Camp and weekly Movies/Concerts in the Park.
- Equitable Special Event Schedule: The summer and fall seasons currently have a heavy concentration of recreational programming, special events, and major holidays. Moving this event to the spring will provide a better dispersion of special events throughout the calendar year, providing more opportunities to San Fernando residents to enjoy events year round. To that end, staff recommends hosting the FY 2024-2025 SFVM Run/Walk and Family Health and Fitness Expo on Saturday, March 1, 2025 on Maclay Avenue between 8th street and 3rd Street.

The SFVM Run/Walk has potential for expansion that can serve as a vehicle to bring awareness to City residents on adopting healthy lifestyles for all family members. In order to realize this potential, staff recommends separating it from the Day of the Dead Festival and expanding the related health and fitness offerings. Hosting the run as an independent event on March 1, 2025, will allow it to develop further and maximize its potential as a Family Health and Fitness Expo.

### **BUDGET IMPACT:**

There is no additional impact to the current fiscal year budget projected in hosting the event on March 1, 2025, as the funding for this event is already included in the FY 2024-2025 Adopted Budget and Department work plan.

### CONCLUSION:

Staff recommends the City Council approve the SFV Mile Run/Walk to be hosted on March 1, 2025, to allow the event to develop independently and maximize its potential as a Family Health and Fitness Expo.

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To: Mayor Celeste T. Rodriguez and Councilmembers

From: Councilmember Victoria Garcia

**Date:** August 19, 2024

Subject: Discussion on Timeline and Updates of City Council Approved Projects

### **RECOMMENDATION:**

I have placed this on the agenda (Attachment "A"), with concurrence from Councilmember Fajardo, for City Council discussion to provide staff with direction.

### **BACKGROUND/ANALYSIS:**

See Attachment "A" that was submitted to request to agendize this item for the August 19, 2024, City Council Meeting.

### **BUDGET IMPACT:**

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

#### **ATTACHMENTS:**

- A. Request to Agendize an Item for City Council Discussion/Consideration
- B. Summary of Enhancement Requests Fiscal Year 2024-2025

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SAN FERNANDO		ATTACHMENT "A"					
REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL							
DISCUSSION/CONSIDERATION							
CITY COUNCILMEMBER INFORMA	TION	1					
Victoria Garcia		Councilmember					
CO-SPONSOR CITY COUNCILMEM	BER INFORMATION						
NAME Joel Fajardo		🖌 In Support					
ITEM INFORMATION							
SUBJECT Title of the item you are requesting	to be agendized.						
Timelines and Updates for City (	Council Approved Projects						
PRIORITIES	BUDGET FISCAL IMPACT						
Is this included in the current FY priorities?		impact? If yes, indicate amount.					
Yes No	Ves No Yes	VNO \$					
BACKGROUND/ANALYSIS Provide the reason you are requesting this item be agendized. Councilmember Garcia and Councilmember Fajardo would like to receive and provide to the community a timeline for, and regular updates on, those direction items and projects that have been approved by the City Council. This will allow our City to prioritize important improvements and services that have already been approved by the City Council, and for which funding has already been allocated, in a transparent and accountable manner. IN CORPORATED AUG. 31, 1911							
ATTACHMENTS Do you have any attachments to include?							
RECOMMENDATION Indicate the direction you are recommending.							
Staff is to provide the City Council with a formal list of items that will be included as a Timeline and Updates agenda item at regular City Council meetings.							

# CITY OF SAN FERNANDO SUMMARY OF ENHANCEMENT REQUESTS FISCAL YEAR 2024-2025

			CITY COUNCIL ADOPTED	DEPARTMENT UPDATES			
DEPT	DESCRIPTION	AMOUNT	NOTES	TIMELINE	STAFF RESPONSIBLE	STATUS	
City Manager's Office	Marketing Materials (e.g. Pop-up banner, Portable Podium & PA System, Branded Giveaways, Table Cloths, etc.)	2,000	Includes Kiosk - community engagement framework	By October 31	Kanika Kith	Identifying vendors for kiosks and other materials	
City Clerk	Update the 2001 Records Retention and Management Schedule	8,500	For legal compliance purposes	Tentative Kickoff by Sept 30th	Julia Fritz	City Attorney reviewing PSA	
City Clerk	Elections Expenses - LA County	60,000	Regular consolidated election	By November 5th	Julia Fritz	Currently in Nomination Period	
Community Development	New Position: Planning Manager	185,000	To assist with department succession planning	By March 31st	Erika Ramirez/HR	Job Specifications Drafted & Salary Survey Complete	
Community Development	Contract Services: Deputy Building Official/Inspector	100,000	Includes Supplemental Community Development Services (e.g. building, planning, etc.)	Completed	Erika Ramirez	PSA Approved by Council on 5/20/24 and Services Underway	
Community Development	Contract Services: Mixed Use Overlay & Objective Design Standards	150,000	Gap funding pending SCAG and REAP Grant Funds, placed on on- hold from State Budget Crisis	Mixed Use Overlay: PC Study Session - 9/9 Objective Design Standards:Tentative Kickoff by March 2025	Frika Ramirez	Mixed Use Overlay: PSA Awarded on 5/28/24. Discussion with SCAG in August regarding grant funding Objective Design: Exploring grant requirements with SCAG	
Administrative Services	Financial System Replacement (Implementation)	100,000	Replacement required due to system retirement	PSA By October 31st	Erica Melton	3 Demos Conducted & Onsite Visits Scheduled for August & September	
Administrative Services	Citywide PC Replacement Program (Year 2)	25.000	To complete Citywide hardware replacement for technology updates	By November 30th	Art Ziyalov	Finalizing inventory for replacement	
Police Department	4x Handheld Ticket Writer	30.000	Leveraging technology to increase efficiency and may generate additional revenue	By December 31st	Sylvia Ortega	Pending coordination with vendor to aggregate hardware and service agreement for Council award consideration.	
Police Department	Position Reclassification: Police Corporal Program (5)	40,000	To assist with department succession planning	By March 31st	Fabian Valdez/HR	POA Bargining Reviewing Job Specifications and Salary Range	
Police Department	E-Subpoena (Year 1)	11,320	Leverage technology to increase efficiency	By October 31	Sylvia Ortega	Acquiring quote	
Police Department	Background Investigations (10)	15.000	One-time for increased recruitment efforts (e.g. investigations, polygraph, psych, uniforms)	Completed	Fabian Valdez	Multiyear PSA Approvals for Background Investigator on 1/3/2024; Polygraph Services on 7/11/2023 and Psychological Services PSA Approved On 11/28/2023.	
Police Department	Consummable Training Supplies	10,000	Includes all ammunition and supplies	Completed	CJ Chiasson	Purchase Orders open for all appropriate vendors	
Police Department	Overtime: Additional DUI Checkpoints	8 000	To conduct additional DUI Checkpoints. Includes Overtime for Staff based on historical average.	First DUI Checkpoint Scheduled August 31st	Fabian Valdez	Saturation Patrol and 3-4 more in FY24/25 with grant funding	

### ATTACHMENT "B"

# CITY OF SAN FERNANDO SUMMARY OF ENHANCEMENT REQUESTS FISCAL YEAR 2024-2025

			CITY COUNCIL ADOPTED	DEPARTMENT UPDATES			
DEPT	DESCRIPTION	AMOUNT	NOTES	TIMELINE	STAFF RESPONSIBLE	STATUS	
Recreation & Comm. Svcs.	New Position: Create Afterschool Teen Program @ Rec Park (1 - Recreation Leader II and 2- Recreation Leaders I) and Materials/Supplies		Discuss with City Council during Budget Study Sessions	By October 1st	Freddy Tapia	Applicants interviewed and going through onboarding process	
Recreation & Comm. Svcs.	Ice machine for Recreation Park	2,500	For Community purposes for events and programs use as well as in interim pending HVAC upgrade	By September 7th	Maria Calleros	Requisition pending and equipment will be ordered by August 15th	
Public Works	Citywide Signage Updates (e.g. Parking, Sweeping, Speed Limits, etc.)	37,500	Commercial Corridor Street Signs with 6 month timeline; additional funding recommended using Traffic Safety Fund	By December 31st	Manuel Fabian	Orders placed for mastarm signs. Wayfinding and bus signs tentatively scheduled for award September 16th.	
Public Works	Position Reclassification: Convert 2-PT Maintenance Workers to 1-FT (Graffiti)	40,000	To place emphasis on Graffiti maintenance efforts and will assist with position recruitment and retention	By August 31st	Richard de la Pena/HR	Recruitment complete. Pending onboarding.	
Public Works	Position Reclassification: Convert 2-PT Maintenance Workers to 1-FT (Trees)	40,000	To place emphasis on Tree maintenance efforts and will assist with position recruitment and retention	By August 31st	Richard de la Pena/HR	Recruitment complete. Pending onboarding.	
Public Works	Backhoe Loader	210,000	To support Street Maintenance (50% Sewer Fund/50% General Fund)	TBD	Rodrigo	Specifications being developed	
Public Works	Citywide Signage Updates (e.g. Parking, Sweeping, Speed Limits, etc.)	12,500	Commercial Corridor Street Signs with 6 month timeline; additional funding from General Fund	By December 31st	Manuel Fabian	Orders placed for mastarm signs. Wayfinding and bus signs tentatively scheduled for award September 16th.	
Police Department	Narcotics Incinerator/Drug Disposal Program	11,937	Utilizing Opioid Settlement Funding to	By October 31st	Sylvia Ortega	Requisition submitted. Order from vendor pending.	
Recreation & Comm. Svcs.	Rec Park Gym Floor Recoating (biannual maintenance)	3,300	Biannual Maintenance required to Gym Flooring conducted by PW in coordination with RCS	ТВD	Rodrigo Mora/Maribel Perez	Specifications being developed	
Public Works	New Position: Water System Operator	115,000	To assist with enhanced water system operations with enhanced/upgraded technology	By March 31st	Victor Meza/HR	Job Specifications Drafted & Salary Survey Complete	
Public Works	Purchase 10 Sewer Manholes and Rings	8,500	To replace irreparable sewer manholes	ТВD	Rodrigo Mora	Staff currently inventorying necessary manhole replacements	

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# AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Vice Mayor Mary Mendoza

**Date:** August 19, 2024

Subject:Discussion Regarding Allocating \$50,000 from the General Fund for PoliceDepartment Overtime to Address Recent Criminal Activity

### **RECOMMENDATION:**

I have placed this on the agenda (Attachment "A") for City Council discussion, with concurrence from Councilmember Fajardo, regarding allocating \$50,000 from the General Fund reserve to the Police Department for overtime.

### BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the August 19, 2024 City Council Meeting.

### **BUDGET IMPACT:**

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

### ATTACHMENTS:

A. Request to Agendize an Item for City Council Discussion/Consideration

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SAN FERNANDO			ATTACHMENT "A"					
REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL								
DISCUSSION/CONSIDERATION								
CITY COUNCILMEMBER INFORMA	TION							
NAME		TITLE						
Mary Mendoza		Vice Ma	ayor					
CO-SPONSOR CITY COUNCILMEME	BER INFORMATION							
		J In S	✓ In Support					
Joel Fajardo								
ITEM INFORMATION								
SUBJECT Title of the item you are requesting t								
Allocation of \$50,000 from the G	General Fund for Police	Department Over	time to Address Recent					
Criminal Activity								
PRIORITIES		SCAL IMPACT						
Is this included in the current FY priorities?	Is this a budgeted item? Is	there a fiscal impact? If y	7.					
✓ Yes 🗌 No	Yes 🗸 No 🗸		\$\$50,000					
BACKGROUND/ANALYSIS Provide the reason y	ou are requesting this item be age	endized.						
<ul> <li>The City of San Fernando has recently been confronted with addressing and solving a series of criminal incidents, including commercial burglaries and other high-profile crimes within a short period. This has resulted in an unexpected need for the consideration of additional resource allocation to the police department as several newly-hired police personnel are currently in various stages of training, making them unavailable for solo-deployment at this time.</li> <li>To address these critical quality-of-life issues and support the police department's efforts in mitigating these challenges in the immediate term, I propose that \$50,000 be allocated from the General Fund to cover police department overtime. This funding will enable the department to:</li> <li>Increase patrols and undercover operations to reduce incidents of commercial burglaries, gang activity, vandalism, and other focus criminal activities.</li> <li>Enhance investigative efforts related to gang activity, commercial burglaries, and other high-profile incidents currently under investigation.</li> <li>Boost traffic enforcement efforts, particularly targeting primary collision factors such as speeding, stop sign violations, and failure to yield to pedestrians in crosswalks.</li> <li>Strengthen parking enforcement operations.</li> <li>These funds will be used for overtime until the department reaches full deployment with officers ready for solo-patrol. Ensuring community safety during this period is essential.</li> </ul>								
Yes 🗸 No								
RECOMMENDATION Indicate the direction you are recommending. Approve the allocation of \$50,000 from the General Fund for police department overtime to address recent criminal activity and support increased patrol, investigations, traffic, and parking enforcement until full deployment of officers is achieved.								