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Americans with Disabilities Act ("ADA"): In compliance with the ADA, if you need special assistance to participate in the meeting, please contact the Office of the City Clerk at (323) 583-8811. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Agenda City of Vernon

**Regular City Council Meeting
Tuesday, January 5, 2016, 9:00 a.m.
City Hall, Council Chamber
4305 Santa Fe Avenue
Vernon, California**



*W. Michael McCormick, Mayor
William J. Davis, Mayor Pro-Tem
Luz Martinez, Council Member
Melissa Ybarra, Council Member
Yvette Woodruff-Perez, Council Member*

CALL TO ORDER & FLAG SALUTE

CHANGES TO THE AGENDA

PUBLIC COMMENT - At this time the public is encouraged to address the City Council on any matter that is within the subject matter jurisdiction of the City Council. The public will also be given a chance to comment on matters which are on the posted agenda during City Council deliberation on those specific matters.

PRESENTATIONS

- 1. Los Angeles County Bicycle Coalition announcement on the Operation Firefly program.**

CONSENT CALENDAR - All matters listed on the Consent Calendar are to be approved with one motion. Items may be removed from the Consent Calendar by any member of the Council. Those items removed will be considered immediately after the Consent Calendar.

Claims Against the City – Received and Filed

- 2. [Claim for Damages from Ad Art Co received on December 15, 2015 in the amount of \\$17,222.](#)**

Minutes – To be Received and Filed

3. [Minutes of the Regular City Council Meeting held December 1, 2015.](#)
4. [Minutes of the Special and Regular City Council Meeting held December 15, 2015.](#)
5. [Minutes of the Special City Council Meeting held December 15, 2015, at 1:00 p.m.](#)
6. [Minutes of the Special City Council Meeting held December 28, 2015.](#)

Warrant Registers

7. [Approval of City Warrant Register No. 1439, totaling \\$2,543,800.81, which covers the period of December 8 through December 28, 2015, and consists of the following:](#)
 - A. Ratification of wire transfers totaling \$1,977,670.89; and
 - B. Ratification of the issuance of early checks totaling \$353,501.14; and
 - C. Authorization to issue pending checks totaling \$192,628.78.
8. [Approval of Light & Power Warrant Register No. 404, totaling \\$5,362,528.10, which covers the period of December 8 through December 28, 2015, and consists of the following:](#)
 - A. Ratification of wire transfers totaling \$5,291,922.51; and
 - B. Ratification of the issuance of early checks totaling \$44,264.98; and
 - C. Authorization to issue pending checks totaling \$26,340.61.
9. [Approval of Gas Warrant Register No. 192, totaling \\$128,983.79, which covers the period of December 8 through December 28, 2015, and consists of the following:](#)
 - A. Ratification of wire transfers totaling \$109,005.27; and
 - B. Ratification of the issuance of early checks totaling \$13,697.55; and
 - C. Authorization to issue pending checks totaling \$6,280.97.
10. [Approval of RDA Obligation Retirement Fund Warrant Register No. 28, totaling \\$398.59, which covers the period of November 24 through December 28, 2015, and consists of the following:](#)
 - A. Ratification of the issuance of early checks totaling \$398.59.

Fire Department

11. [Activity Report for the period of December 1 through December 15, 2015, to be received and filed.](#)

Police Department

12. [Activity Log and Statistical Summary of Arrests and Activities for the period of December 1, through December 15, 2015, to be received and filed.](#)

Public Works, Water, and Development Services Department

13. [November 2015 Monthly Building Department Report, to be received and filed.](#)

NEW BUSINESS

City Administration Department

14. [Continued Item - Proposed One-Year Professional Services Agreement with John Van de Kamp of Mayer Brown LLP to Serve as Special Advisor to the City of Vernon.](#)

Recommendation:

- A. Find that approval of the proposed agreement is exempt from the California Environmental Quality Act (CEQA), in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and
- B. Approve, in concept, a proposed Professional Services Agreement with John Van de Kamp of Mayer Brown LLP to serve as Special Advisor to the City of Vernon for a period of one year, effective February 15, 2016; and
- C. Provide direction and authorization to the City Administrator to negotiate the specific scope and terms of the proposed agreement with Mr. Van de Kamp, and present a final recommendation regarding such an agreement to City Council prior to February 15, 2016.

Public Works, Water and Development Service Department

15. [Bid Award for Urban Forest Management Services, Contract No. CS-0607.](#)

Recommendation:

(Items A-B)

- A. Find that entering into the proposed contract for Urban Forest Management Services is exempt under the California Environmental Quality Act (CEQA) in accordance with (a) CEQA Guidelines Section 15061 (b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment and (b) Section 15301, because the proposed service involves an existing project with negligible or no expansion of use; and

- B. Accept the bid from Trimming Land Company, Inc., as the lowest responsive and responsible bidder and enter into the attached contract, in an amount not to exceed \$233,755.00 For Urban Forest Management Services, Contract No. CS-0607.

ORDINANCES

- 16. **Ordinance No. 1235 - An Ordinance of the City Council of the City of Vernon amending the zoning code to regulate distributed generation within the City of Vernon and to correct a typographical error in the billboard zoning requirements and adopt a negative declaration pursuant to the California Environmental Quality Act; and repealing all ordinances or parts of ordinances in conflict herewith. (second reading)**

Recommendation:

- A. Adopt an ordinance amending the City of Vernon’s Zoning ordinance to 1) Define Distributed Generation, 2) Establish regulations regarding Distributed Generation and 3) Correct a typographical error in Section 26.8.3-4(c); and
- B. Adopt a Negative Declaration finding that there is no substantial evidence, in light of the whole record before the City, that the project may have a significant effect on the environment within the meaning of the California Environmental Quality Act (CEQA).

- 17. **Ordinance No. 1234 - An Ordinance of the City Council of the City of Vernon (i) amending Article VI of Chapter 5 of the Vernon Municipal Code by removing massage businesses from the definition of adult and sexually oriented businesses; (ii) renumbering current Article VII (Utility Users’ Tax) of Chapter 5 of the Vernon Municipal Code to Article VIII, and adding new Article VII of Chapter 5 of the Vernon Municipal Code relating to the business permit regulation of massage businesses; (III) amending Article II of Chapter 13 of the Vernon Municipal Code by adding massage businesses to the list of those businesses required to obtain health permits prior to operation; (IV) amending Article II of Chapter 26 (Zoning) of the Vernon Municipal Code by removing the definition of “Massage Parlors”; and (V) renumbering current Articles VIII, IX and X of Chapter 26 (Zoning) to Articles IX, X and XI of the Vernon Municipal Code and renumbering sections accordingly, and adding new Article VIII to Chapter 26 (Zoning) of the Vernon Municipal Code; and repealing all ordinances or parts of ordinances in conflict herewith. (second reading)**

Recommendation:

(Items A –B)

- A. Adopt an ordinance 1) Amending Article VI of Chapter 5 of the Vernon Municipal Code by removing Massage Businesses from the definition of Adult and Sexually Oriented; 2) Renumbering current Article VII (Utility Users’ Tax) of Chapter 5 of the Vernon Municipal Code to Article VIII and adding a new Article VII of Chapter 5 of the Vernon Municipal Code relating to the Business Permit Regulation of Massage Businesses; 3) Amending Article II of Chapter 13 of the Vernon Municipal Code by adding Massage Businesses to the list of those Businesses required to obtain a Health Permit prior to operation; 4) Amending Article II of Chapter 26 (Zoning) of the Vernon Municipal Code by removing the definition of “Massage Parlors”; and 5) Renumbering current Articles VIII, IX and X of Chapter 26 (ZONING) to Articles IX, X AND XI

of the Vernon Municipal Code and renumbering sections accordingly, and adding new article VIII to Chapter 26 (Zoning) of the Vernon Municipal Code.

- B. Find that this Ordinance is not a “project” as defined under the California Environmental Quality Act (CEQA) Guidelines, section 15378, because it will not result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. This Ordinance is general policy and procedure making that is explicitly exempt from the definition of “project” under CEQA Guidelines section 15378(b)(2). Even assuming the Ordinance were a “project” under CEQA, however, it would still be exempt from CEQA review under CEQA Guidelines section 15061(b)(3), the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment, and, as stated above, it can be seen with certainty that there is no possibility that the Ordinance in question may have a significant effect on the environment.

ORAL REPORTS

18. Update from City staff and City consultant regarding the proposed next steps relating to the modern conceptual design options of the official seal of the City of Vernon and new City of Vernon logo options presented at the December 1, 2015 meeting.
19. City Administrator Reports – brief reports on activities and other brief announcements by the City Administrator and Department Heads.
20. City Council Reports – brief report on activities, announcements, or directives to staff.

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Vernon City Hall, located at 4305 Santa Fe Avenue, Vernon, California, and on the City’s website, not less than 72 hours prior to the meeting set forth on this agenda. Dated this 30th day of December 2015.

By: _____
Maria E. Ayala
City Clerk

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RESERVE FOR FILING STAMP

CLAIM No. _____

INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property and/or breach of contract must be filed not later than 1 year after the occurrence (Gov. Code Sec. 911.2)
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with City Clerk. (Gov. Code Sec. 915a)

RECEIVED

DEC 15 2015

CITY CLERK'S OFFICE

TO: CITY OF VERNON CITY COUNCIL

Name of Claimant <i>Ad Art Co</i>		Age of Claimant (if natural person) <i>N/A</i>
Home Address of Claimant <i>3260 E. 26th Street Vernon CA.</i>	City and State	Home Telephone Number <i>323 981 8941</i>
Business Address of Claimant <i>3260 E. 26th Street Vernon CA</i>	City and State	Business Telephone Number <i>323 981 8941</i>

Give address to which you desire notices or communications to be sent regarding this claim:

*Ad Art. Co
3260 E. 26th Street Vernon CA*

How did DAMAGE or INJURY occur? Give full particulars.

Due to three power outages (not due to weather) our business suffered \$17,222 in additional labor costs. (see attached)

When did DAMAGE or INJURY occur? Give full particulars, date, time of day:

The power outages were on 12/11/15 @ 18:07, 11/24/15 @ 22:18 and 11/15 @ 17:59

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet, where approximate, give street names and address and measurements from landmarks:

*3260 E. 26th Street 3270 E. 26th Street
and 3278 E. 26th Street - all in Vernon, CA.*

What particular ACT or OMISSION do you claim caused the injury or damage? Give names of City employees causing the injury or damage, if known:

Power down due to old/poorly maintained equipment owned by the City of Vernon

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damages claimed:

See attached

What AMOUNT do you claim of each item of injury or damage as of date of presentation of this claim, giving basis of computation:

*\$17,222 Total.
11/7 = \$7547 - see attached
11/24 = \$3096 - see attached
12/11 = \$6579 - see attached*

Give ESTIMATED AMOUNT as far as known you claim on account of each item of prospective injury or damage, giving basis of computation:

\$17,222.00

Insurance payments received, if any, and name of Insurance Company:

None

Expenditures made on account of accident or injury: (Date - Item)

(Amount)

None

Name and address of Witnesses, Doctors and Hospitals:

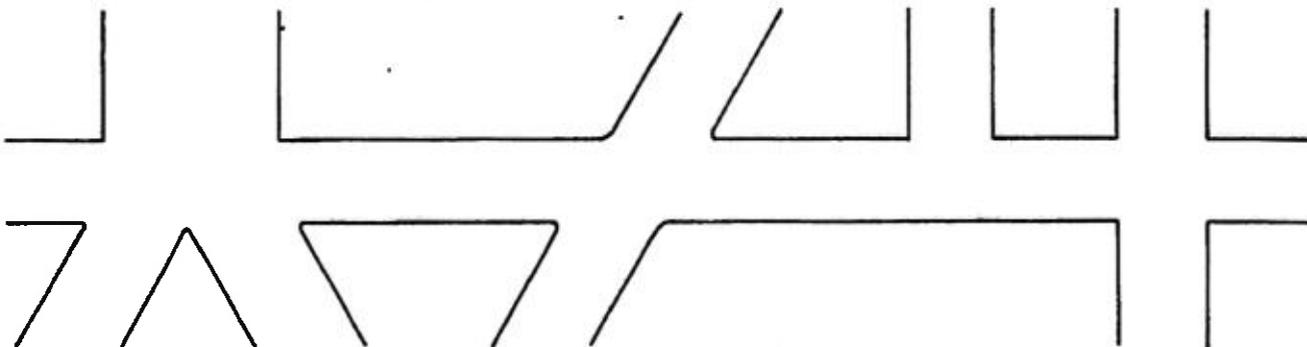
READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South, and West; Indicate place of accident by "X" and by showing house numbers or distances to street corners.

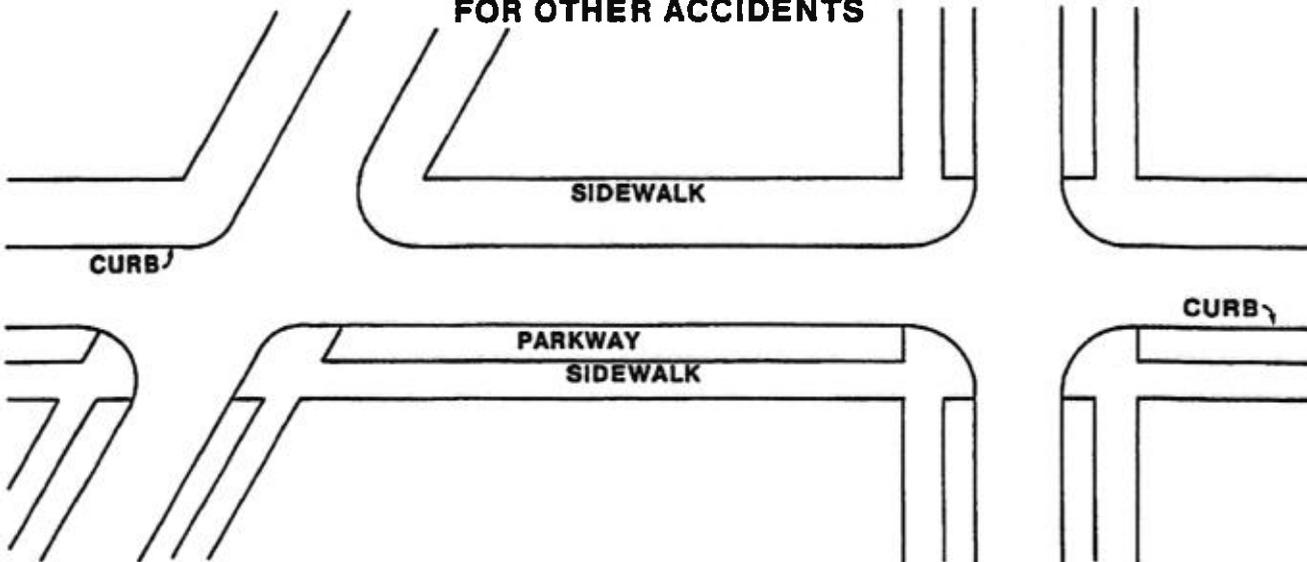
If City Vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of accident by "B-1" and the point of impact by "X."

NOTE: If diagrams do not fit the situation, attach hereto a proper diagram signed by claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



Signature of Claimant or person filing on his behalf, giving relationship to Claimant:

Typed Name:

Date:

Joseph M. DeMarco

Joseph M. DeMarco

12/15/2015

NOTE: All claimants may be required to be examined as to their claim under oath. Presentation of a false claim is a felony. CLAIMS MUST BE FILED WITH CITY CLERK (GOV. CODE SEC. 915a).

3260 E. 26th Street
Los Angeles, CA 90058

P 323.981.8941
F 323.980.0515
www.adartco.com



City of Vernon Gas & Electric Department
4305 S. Santa Fe Avenue
Vernon, CA 90058

Per our discussion and emails, Ad Art has experienced three outages in the past two months that has cost us \$17,222. As I previously stated, we had crews working and we had to send them home and pay them their entire shift. Then, we also had to pay them to come in at overtime pay the next day to set up the job again and complete the work. There have been three outages in the past 5 weeks that were not due to weather but, obviously due to old or poorly maintained equipment. We will expect the City of Vernon to reimburse these and have detailed the reimbursement amounts below.

11/7/15	Power outage occurs at 17:59:41	
	\$2,903	25 Employees paid 11/7/15 for remainder of shift – 5 hours
	\$4,644	25 Employees paid overtime for Sunday shift 11/8/15 – 8 hours
11/24/15	Power outage occurs at 22:18:35	
	\$1,238	10 Employees paid 11/24/15 for remainder of shift – 8 hours
	\$1,858	10 Employees paid overtime 11/25/15 to come into complete work - 8 hours
12/11/15	Power outage occurs at 18:07:29	
	\$1,935	25 Employees paid 12/11/15 for remainder of shift – 5 hours
	\$4,644	25 Employees paid 12/12/15 overtime to complete work – 8 hours
<hr/>		
Total	\$17,222	Reimbursement due from City of Vernon to Ad Art

Please feel free to call me at 323.981.8941 to discuss.

Sincerely,

A handwritten signature in cursive script that reads "Joseph M. DeMarco".

Joseph M. DeMarco
Ad Art Co
President
jdemarco@adartco.com
323.981.8941

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE
CITY OF VERNON HELD TUESDAY, DECEMBER 1, 2015, IN THE
COUNCIL CHAMBER OF THE CITY HALL LOCATED AT 4305
SANTA FE AVENUE, VERNON, CALIFORNIA

MEMBERS PRESENT: McCormick, Davis, Martinez, Ybarra, and Woodruff-Perez

MEMBERS ABSENT: None

The meeting was called to order at 9:05 a.m. by Mayor McCormick who also led the flag salute.

CHANGES TO THE AGENDA

City Clerk Maria E. Ayala confirmed that there were no changes to the agenda.

PUBLIC COMMENT

Mayor McCormick announced that this was the time allotted for public comment, and inquired whether anyone in the audience wished to address the City Council. The public will also be given an opportunity to comment on matters on the posted agenda during Council deliberation.

Independent Reform Monitor John Van de Kamp provided public comment on closed session matters.

Vernon Chamber of Commerce President Marisa Olguin provided public comment on the retirement of City Administrator Mark Whitworth and the need for the City to continue on the path of good governance.

Local Activist Sandra Orozco provided public comment on the following: recent death of Downey Police Officer Ricardo Galvez, multiple sclerosis proclamation, recent City of Maywood Election, and Vernon's impact on local cities.

PUBLIC HEARINGS

1. Public comment on the proposed Tentative Parcel Map No. 73831:

Resolution No. 2015-74 - A Resolution of the City Council of the City of Vernon granting tentative parcel map no. 73831 to HP-A Vernon, LLC to subdivide property located at 3501 Vernon Avenue.

Recommendation:

- A. Find that approval of the proposed Tentative Parcel Map No. 73831 is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15315, Class 15 "Minor land division of industrial property into four or fewer parcels," of the CEQA guidelines, because the proposed division of property is in an area zoned "industrial," it is in conformance with the general plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel does not have an average slope greater than 20 percent. Therefore, a Notice of Exemption will be filed with the County Clerk's office; and
- B. Adopt a resolution approving a Tentative Parcel Map No. 73831 to subdivide property located at 3501 Vernon in conformance with the City subdivision ordinance and State Subdivision Map Act, subject to the conditions of approval for the property located at 3501 Vernon Avenue.

At 9:20 a.m., Mayor McCormick opened the public hearing on the proposed recommendation.

Director of Public Works, Water and Development Services Kevin Wilson presented on the recommendation. Wilson responded to Mayor Pro-Tem Davis' inquiries.

At 9:30 a.m., Mayor McCormick opened the public comment portion of the public hearing.

Architect Barry Segal provided public comment and proposed an amendment to condition “e” on behalf of his client HP-A Vernon, LLC.

Director of Health and Environmental Control Leonard Grossberg and Wilson further reported on staff’s recommendation and responded to Council’s inquiries.

At 9:35 a.m. with no further public comment or Council deliberation the public comment portion and public hearing closed.

It was moved by Davis and seconded by Ybarra to approve Resolution No. 2015-74 as presented. Motion carried, 5-0.

CONSENT CALENDAR

It was moved by Martinez and seconded by Woodruff-Perez to approve all matters listed under the Consent Calendar under one motion as presented. Motion carried, 5-0.

Claims Against the City – Received and Filed

- 2. Claim for Damages from Roberto A. Erazo received on November 16, 2015 in the amount of \$3,000.**

Minutes – To be Received and Filed

- 3. Minutes of the Regular City Council Meeting held November 3, 2015.**
- 4. Minutes of the Regular City Council Meeting held November 17, 2015.**

Warrant Registers

- 5. Ratification of the following City Warrant Register to record the following voided checks:**
 - A. City Warrant Register No. 1424 to record voided Check No. 347521 in the amount of \$185.00; and
 - B. City Warrant Register No. 1425 to record voided Check No. 347574 in the amount of \$5,000.00.
- 6. Approval of City Warrant Register No. 1437, totaling \$1,554,793.72, which covers the period of November 10 through November 23, 2015, and consists of the following:**
 - A. Ratification of wire transfers totaling \$999,502.02; and
 - B. Ratification of the issuance of early checks totaling \$384,787.73; and
 - C. Authorization to issue pending checks totaling \$170,503.97.
- 7. Approval of Light & Power Warrant Register No. 402, totaling \$4,571,768.11, which covers the period of November 10 through November 23, 2015, and consists of the following:**
 - A. Ratification of wire transfers totaling \$4,421,585.97; and
 - B. Ratification of the issuance of early checks totaling \$28,037.13; and
 - C. Authorization to issue pending checks totaling \$68,145.01.

8. **Approval of Gas Warrant Register No. 190, totaling \$17,054.94, which covers the period of November 10 through November 23, 2015, and consists of the following:**
 - A. Ratification of the issuance of early checks totaling \$16,773.90; and
 - B. Authorization to issue pending checks totaling \$281.04.
9. **Approval of RDA Obligation Retirement Fund Warrant Register No. 27, totaling \$1,680.00, which covers the period of September 29 through November 23, 2015, and consists of the following:**
 - A. Ratification of the issuance of early checks totaling \$1,680.00; and

City Administration Department

10. **Report on FY 2015/2016 Docket II Grants Awarded by Vernon CommUNITY Fund Grant Committee.**

Recommendation:

- A. Receive and file the report as it is provided for informational purposes only, pursuant to Section 2.167(e) of the Vernon Municipal Code.

Fire Department

11. **Activity Report for the period of November 1 through November 15, 2015, to be received and filed.**

Police Department

12. **Activity Log and Statistical Summary of Arrests and Activities for the period of November 1, through November 15, 2015, to be received and filed.**

NEW BUSINESS

City Administration Department

13. **Resolution No. 2015-75 - A Resolution of the City Council of the City of Vernon approving and authorizing the execution of a California Residential Purchase Agreement and Joint Escrow Instructions, and all related documents, with Reyes A. Lemus and Lorena Jimenez for the real property located at 6044 Stafford Avenue, Huntington Park, CA 90255.**

Recommendation:

- A. Find that approval of the proposed resolution is exempt from the California Environmental Quality Act (CEQA), in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and
- B. Adopt the resolution approving a California Residential Purchase Agreement and Joint Escrow Instructions, and all related documents, with Reyes A. Lemus and Lorena Jimenez for the real property located at 6044 Stafford Avenue, Huntington Park, CA 90255.

Deputy City Administrator Kristen Enomoto reported on the item

Luther Sanchez of Century 21 Allstars further reported on the request for approval of the Residential Purchase Agreement and Joint Escrow Instructions.

It was moved by Ybarra and seconded by Davis to approve Resolution No. 2015-75. Motion carried, 5-0.

Public Works, Water and Development Services Department

14. Amendment No. 4 to the Services Agreement between the City of Vernon and Cannon Corporation for the Engineering Design and Construction Support Services.

Recommendation:

- A. Find that the proposed Amendment No. 4 to the Services Agreement between the City of Vernon and Cannon Corporation for the Engineering Design and Construction Support Services Well No. 21 is exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061 (b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Approve Amendment No. 4 extending the Services Agreement between the City of Vernon and Cannon Corporation for the Engineering Design and Construction Support Services for Well 21, effective January 1, 2016 through June 30, 2016.

Director of Public Works, Water and Development Services Kevin Wilson provided the oral report.

It was moved by Ybarra and seconded by Martinez to approve Amendment No. 4 to the services agreement with Cannon Corporation. Motion carried, 5-0.

DISCUSSION ITEMS (POSSIBLE DIRECTIVES TO STAFF)

- 15. City staff and City consultants to present samples of modern conceptual design options of the official seal of the City of Vernon and new City of Vernon logo options. City staff will seek feedback and direction from the City Council on the options presented in order to provide final recommendations at a subsequent meeting.

Senior Advisor to the City Administrator Fred MacFarlane provided the oral report.

Representatives of DDCC Ruth Drizen-Dohs, Christina Jorgensen, and Shannon Fitzgerald presented sample logos and seal options.

ORAL REPORTS

- 16. City Administrator Reports – brief reports on activities and other brief announcements by the City Administrator and Department Heads.

Police Chief Daniel Calleros reported on recent incidents including commercial burglaries, a man down incident, and DUI check point.

Police Captain Michael Gillman reported one vandalism incident. Mayor McCormick provided information on additional vandalism.

Fire Chief Michael Wilson reported the following: Children's Hospital Blood Drive, Spark of Love Toy Drive, personnel training, equipment certification, and dumpster fire incident.

Director of Public Works, Water and Development Services Kevin Wilson provided updates on capital improvement projects and Eco-Rapid Transit Summit on public transportation.

Director of Gas and Electric Carlos Fandino reported on recent power outages. Fandino also reported and provided a memorandum concerning the emergency replacement of the electric panel at Pump House No. 2. Said incident will be agendized at the next Council meeting.

Director of Public Works, Water and Development Services Wilson further advised that an RFP for an assessment of all electrical equipment has been issued.

Director of Finance William Fox reported on business license renewals and asset review/inventory in compliance with GASB 34.

Director of Health and Environmental Control Leonard Grossberg announced the Green Vernon Commission Meeting on December 16, 2015 at 3:30 p.m. and upcoming Use Oil Calendar presentation.

Interim Director of Human Resources Lisette Grizzelle announced that today is the last day for City employees' open enrollment, and reported on upcoming Council interviews for the Public Works, Water and Development Services Director position. Employee Recognition and Holiday Celebration is scheduled for December 17, 2015 at Trattoria.

Economic Development Manager Alex Kung reported on the California Competes Tax Credit program.

City Clerk Maria E. Ayala presented on the recent Community Informational Meeting on the Elections Process held on November 18, 2015 at Vernon Village Park.

City Administrator Mark Whitworth made a statement on his work experience in Vernon, the City's reform and good governance efforts, and retirement announcement.

17. City Council Reports – brief report on activities, announcements, or directives to staff.

Councilmember Martinez wished Fire Chief Wilson a happy birthday.

Councilmember Woodruff-Perez directed staff to agendize a recommendation concerning Independent Reform Monitor John Van de Kamp's agreement for the next City Council meeting, December 15, 2015.

At 10:47 a.m., Mayor McCormick recessed the meeting. At 11:04 a.m. the meeting reconvened.

CLOSED SESSION

At 11:04 a.m., the City Council entered into closed session to discuss the following agendized items:

18. PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)

Title: City Administrator

19. PUBLIC EMPLOYEE APPOINTMENT

Government Code Section 54957(b)(1)

Title: City Administrator

20. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (2)

Government Code Section 54957(b)(1)

A. Title: City Attorney

B. Title: City Administrator

21. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Government Code Section 54957(b)(1)

At 12:24 p.m., the City Council exited closed session. Special Legal Counsel Joung Yim announced that there was no reportable action.

Regular City Council Meeting Minutes
December 1, 2015

With no further business, at 12:25 p.m., Mayor McCormick adjourned the meeting.

W. Michael McCormick
Mayor

ATTEST:

Maria E. Ayala
City Clerk

MINUTES OF THE SPECIAL AND REGULAR CITY COUNCIL
MEETING OF THE CITY OF VERNON HELD TUESDAY,
DECEMBER 15, 2015, IN THE COUNCIL CHAMBER OF THE CITY
HALL LOCATED AT 4305 SANTA FE AVENUE, VERNON,
CALIFORNIA

MEMBERS PRESENT: McCormick, Davis, Martinez, Ybarra, and Woodruff-Perez

MEMBERS ABSENT: None

The meeting was called to order at 9:05 a.m. by Mayor McCormick who also led the flag salute.

SPECIAL MEETING

The Special meeting of the City Council was called to order at 7:30 a.m. by Mayor McCormick.

PUBLIC COMMENT

Mayor McCormick announced that this was the time allotted for public comment on the Special meeting portion of the Agenda, Closed Session only, and inquired whether anyone in the audience wished to address the City Council. No one responded.

CLOSED SESSION

Mayor McCormick asked whether any member of the public wished to address the Council on the closed session agenda.

Marisa Olguin, President of the Vernon Chamber of Commerce, provided public comment.

At 7:30 a.m., the City Council entered into closed session to discuss the following agendized items:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(a)

Name of Case: Ray Shelton vs. City of Vernon; Workers Compensation Appeals Board
Case No. ADJ9509466

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation.

Government Code Section 54956.9(d)(2)

Number of potential cases: 1

3. PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)

Title: City Administrator

4. PUBLIC EMPLOYEE APPOINTMENT

Government Code Section 54957(b)(1)

Title: City Administrator

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957(b)(1)

Title: City Administrator

6. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code Section 54957(b)(1)

At 8:46 a.m., the City Council exited closed session. Special Legal Counsel Joung Yim announced that there was no reported action.

With no further business, at 8:47 a.m., Mayor McCormick adjourned the special meeting.

REGULAR MEETING

At 9:00 a.m., Mayor McCormick called the meeting to order; Mayor Pro-Tem Davis led the flag salute.

CHANGES TO THE AGENDA

Mayor McCormick announced that Item No. 16, approval of the updated at-will employment agreements, will be considered after Item No. 21, resolution adopting an amended and restated Citywide Fringe and Salary Benefits.

PUBLIC COMMENT

Mayor McCormick announced that this was the time allotted for public comment, and inquired whether anyone in the audience wished to address the City Council. The public will also be given an opportunity to comment on matters on the posted agenda during Council deliberation.

Independent Reform Monitor John Van de Kamp made public comments concerning the proposed agreement for his services.

Vernon Chamber of Commerce President Marisa Olguin provided public comment on the recruitment process for both the Human Resources Director and City Administrator positions.

PRESENTATIONS

- 1. A Proclamation of the Mayor and the City Council of the City of Vernon Commending Samuel "Kevin" Wilson for his many years of dedicated service to the City of Vernon.**

Mayor McCormick presented the proclamation to retiring Director of Public Works, Water and Development Services Kevin Wilson.

The following provided public comment commending and thanking Wilson for his years of service:

- Vice President of Construction for C.E.G. Construction Richard Lucas
- Eco-Rapid Transit Executive Director Michael Kodama
- Senior Advisor to the City Administrator Fred MacFarlane
- Vernon Chamber of Commerce President Marisa Olguin
- Spouse Leticia Wilson
- Independent Reform Monitor John Van de Kamp

Wilson thanked all.

At 9:15 a.m., Mayor McCormick called for a short recess. At 9:24 a.m., the meeting was reconvened.

PUBLIC HEARINGS

- 2. Public comment on the vacating of a portion of Seville Avenue from Leonis Boulevard to 50th Street:**

Resolution No. 2015-76 - A Resolution of the City Council of the City of Vernon vacating a portion of Seville Avenue between Leonis Boulevard and five feet south of the southerly line of former 50th Street and adopting a negative declaration pursuant to the California Environmental Quality Act.

Recommendation:

- A. Adopt the resolution vacating a portion of Seville Avenue between Leonis Boulevard and 50th Street; and
- B. Adopt a Negative Declaration finding that the project will not have a significant impact on the environment, or to the extent potentially significant effects exist, and there is no substantial evidence, in light of the whole record before the City, that the project may have a significant effect on the environment within the meaning of the California Environmental Quality Act (CEQA); and
- C. Authorize the City Clerk to record the adopted resolution and to file a Notice of Determination with the County Clerk.

At 9:24 a.m., Mayor McCormick opened the public hearing on the proposed recommendation.

Director of Public Works, Water and Development Services Kevin Wilson reported on the proposed. Wilson responded to Councilmember Ybarra's and Mayor Pro-Tem Davis' inquiries.

At 9:32 a.m., Mayor McCormick opened the public comment portion of the public hearing.

Wilson provided copies of written public comment received by the Department.

At 9:34 a.m. with no further public comment or Council deliberation the public comment portion and public hearing closed.

It was moved by Davis and seconded by Martinez to approve Resolution No. 2015-76 as presented. Motion carried, 5-0.

3. Public comment on the proposed amendments to the City's Zoning Code to establish regulations for distributed generation within the City and to clarify existing regulations regarding billboard signs:

Ordinance No. 1235 - An Ordinance of the City Council of the City of Vernon amending the zoning code to regulate distributed generation within the City of Vernon and to correct a typographical error in the billboard zoning requirements and adopt a negative declaration pursuant to the California Environmental Quality Act; and repealing all ordinances or parts of ordinances in conflict herewith. (first reading)

Recommendation:

- A. Approve the first reading of an ordinance amending the City of Vernon's Zoning ordinance to 1) Define Distributed Generation, 2) Establish regulations regarding Distributed Generation and 3) Correct a typographical error in Section 26.8.3-4(c); and
- B. Adopt a Negative Declaration finding that there is no substantial evidence, in light of the whole record before the City, that the project may have a significant effect on the environment within the meaning of the California Environmental Quality Act (CEQA).

At 9:35 a.m., Mayor McCormick opened the public hearing for Ordinance No. 1235.

Director of Public Works, Water and Development Services Kevin Wilson reported on the proposed recommendation.

Utilities Engineering Manager Ali Nour presented on the distributed generation impact study.

At 10:02 a.m., Mayor McCormick opened the public comment portion of the public hearing.

Vernon Chamber of Commerce President Marisa Olguin provided public comment

At 10:03 a.m. with no further public comment or Council deliberation the public comment portion and public hearing closed.

It was moved by Davis and seconded by Martinez to approve the first reading of Ordinance No. 1235. Motion carried, 5-0.

4. Public comment on the proposed amendments to the Vernon Municipal Code establishing regulations for Massage Businesses:

Ordinance No. 1234 - An Ordinance of the City Council of the City of Vernon (i) amending Article VI of Chapter 5 of the Vernon Municipal Code by removing massage businesses from the definition of adult and sexually oriented businesses; (ii) renumbering current Article VII (Utility Users' Tax) of Chapter 5 of the Vernon Municipal Code to Article VIII, and adding new Article VII of Chapter 5 of the Vernon Municipal Code relating to the business permit regulation of massage businesses; (III) amending Article II of Chapter 13 of the Vernon Municipal Code by adding massage businesses to the list of those businesses required to obtain health permits prior to operation; (IV) amending Article II of Chapter 26 (Zoning) of the Vernon Municipal Code by removing the definition of "Massage Parlors"; and (V) renumbering current Articles VIII, IX and X of Chapter 26 (Zoning) to Articles IX, X and XI of the Vernon Municipal Code and renumbering sections accordingly, and adding new Article VIII to Chapter 26 (Zoning) of the Vernon Municipal Code; and repealing all ordinances or parts of ordinances in conflict herewith. (first reading)

Recommendation:

- A. Approve the first reading of an ordinance 1) Amending Article VI of Chapter 5 of the Vernon Municipal Code by removing Massage Businesses from the definition of Adult and Sexually Oriented; 2) Renumbering current Article VII (Utility Users' Tax) of Chapter 5 of the Vernon Municipal Code to Article VIII and adding a new Article VII of Chapter 5 of the Vernon Municipal Code relating to the Business Permit Regulation of Massage Businesses; 3) Amending Article II of Chapter 13 of the Vernon Municipal Code by adding Massage Businesses to the list of those Businesses required to obtain a Health Permit prior to operation; 4) Amending Article II of Chapter 26 (Zoning) of the Vernon Municipal Code by removing the definition of "Massage Parlors"; and 5) Renumbering current Articles VIII, IX and X of Chapter 26 (ZONING) to Articles IX, X AND XI of the Vernon Municipal Code and renumbering sections accordingly, and adding new article VIII to Chapter 26 (Zoning) of the Vernon Municipal Code.
- B. Find that this Ordinance is not a "project" as defined under the California Environmental Quality Act (CEQA) Guidelines, section 15378, because it will not result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. This Ordinance is general policy and procedure making that is explicitly exempt from the definition of "project" under CEQA Guidelines section 15378(b)(2). Even assuming the Ordinance were a "project" under CEQA, however, it would still be exempt from CEQA review under CEQA Guidelines section 15061(b)(3), the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment, and, as stated above, it can be seen with certainty that there is no possibility that the Ordinance in question may have a significant effect on the environment.

At 10:05 a.m., Mayor McCormick opened the public hearing for Ordinance No. 1234.

Director of Public Works, Water and Development Services Kevin Wilson reported on the proposed.

At 10:09 a.m., Mayor McCormick opened the public comment portion of the public hearing.

At 10:10 a.m. with no public comment or Council deliberation the public comment portion and public hearing closed.

It was moved by Martinez and seconded by Woodruff-Perez to approve the first reading of Ordinance No. 1234. Motion carried, 5-0.

CONSENT CALENDAR

It was moved by Davis and seconded by Woodruff-Perez to approve all matters listed under the Consent Calendar under one motion as presented. Motion carried, 5-0.

Claims Against the City – Received and Filed

5. None.

Warrant Registers

6. **Ratification of the following City Warrant Registers to record the following voided checks:**
 - A. City Warrant Register No. 1435 to record voided Check No. 349099 in the amount of \$4,578.14; and
 - B. City Warrant Register No. 1436 to record voided Check No. 349168 in the amount of \$542.56.
7. **Approval of City Payroll Warrant Register No. 714, totaling \$3,008,964.08, which covers the period of November 1 through November 30, 2015, and consists of the following:**
 - A. Ratification of direct deposits, checks and taxes totaling \$2,125,363.08; and
 - B. Checks and electronic fund transfers (EFT) totaling \$883,601.00.
8. **Approval of City Warrant Register No. 1438, totaling \$888,463.93, which covers the period of November 24 through December 7, 2015, and consists of the following:**
 - A. Ratification of wire transfers totaling \$435,127.85; and
 - B. Ratification of the issuance of early checks totaling \$231,226.30; and
 - C. Authorization to issue pending checks totaling \$222,109.78.
9. **Approval of Light & Power Warrant Register No. 403, totaling \$6,811,833.04, which covers the period of November 24, through December 7, 2015, and consists of the following:**
 - A. Ratification of wire transfers totaling \$6,748,959.77; and
 - B. Ratification of the issuance of early checks totaling \$20,609.47; and
 - C. Authorization to issue pending checks totaling \$42,263.80.

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10. Approval of Gas Warrant Register No. 191, totaling \$1,368,650.18, which covers the period of November 24 through December 7, 2015, and consists of the following:

- A. Ratification of wire transfers totaling \$1,337,356.70; and
- B. Ratification of the issuance of early checks totaling \$28,893.48; and
- C. Authorization to issue pending checks totaling \$2,100.00.

City Administration

11. Approve the following Eagle Scout proclamations for service to and support of their community:

- A. A Proclamation of the Mayor and the City Council of the City of Vernon commending and honoring Walter Frank Calderon for his service and support of his community.
- B. A Proclamation of the Mayor and the City Council of the City of Vernon commending and honoring Hector Corrales for his service and support of his community.
- C. A Proclamation of the Mayor and the City Council of the City of Vernon commending and honoring Geraldo Alberto Langarcia for his service and support of his community.
- D. A Proclamation of the Mayor and the City Council of the City of Vernon commending and honoring Edward Brambila for his service and support of his community.
- E. A Proclamation of the Mayor and the City Council of the City of Vernon commending and honoring Andres Sandoval for his service and support of his community.

Fire Department

12. Activity Report for the period of November 16 through November 30, 2015, to be received and filed.

Gas and Electric Department

13. Pump House No. 2 Electric Panel Emergency Repair.

Recommendation:

- A. Find that the Pump House No. 2 Emergency Repair as well as the receipt and filing of the staff report with the Clerk's Office are exempt from California Environmental Quality Act (CEQA) review because, as continuing administrative or maintenance activities, neither is a "project" as defined in CEQA Guidelines section 15378(b)(2). And even if such activities were "projects," they would be exempt from CEQA review in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Receive and file the staff report which has been provided for informational purposes only, pursuant to Vernon Municipal Code (VMC) Section 2.17.36 which states in part that a full account of the circumstances of any emergency purchases shall be filed with the City Council.

Health and Environmental Control Department

14. November 2015 Monthly Report, to be received and filed.

Police Department

- 15. Activity Log and Statistical Summary of Arrests and Activities for the period of November 16, through November 30, 2015, to be received and filed.**

NEW BUSINESS

City Administration Department

- 16.** Item moved and will be addressed after No. 21.
- 17. Proposed One-Year Professional Services Agreement with John Van de Kamp of Mayer Brown LLP to Serve as Special Advisor to the City of Vernon.**

Recommendation:

- A. Find that approval of the proposed agreement is exempt from the California Environmental Quality Act (CEQA), in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and
- B. Approve, in concept, a proposed Professional Services Agreement with John Van de Kamp of Mayer Brown LLP to serve as Special Advisor to the City of Vernon for a period of one year, effective February 15, 2016; and
- C. Provide direction and authorization to the City Administrator to negotiate the specific scope and terms of the proposed agreement with Mr. Van de Kamp, and present a final recommendation regarding such an agreement to City Council prior to February 15, 2016.

City Administrator Mark Whitworth reported on the proposed item.

Independent Reform Monitor John Van de Kamp provided public comment and proposed a renewal of the existing service agreement for an additional year.

Vernon Chamber of Commerce President Marisa Olguin provided public comment also in support of a renewal of the existing service agreement for an additional year.

City Council deliberated.

It was moved to Ybarra and seconded by Woodruff-Perez to continue the item to the January 5, 2016 Council meeting. Motion carried, 5-0.

Gas and Electric Department

- 18. City Council Update - Distributed Generation Impact Study Final Report with Staff Recommendations.**

Recommendation:

- A. Find that the Distributed Generation Impact Study findings and staff recommendations referenced in the staff report are exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Accept the Distributed Generation Impact Study findings as detailed by Power Engineers, Inc.; and
- C. Receive and file this report and its attachments for informational purposes only. There is no action required by City Council at this time.

Director of Gas and Electric Carlos Fandino reported on the item, he noted that the presentation had been conducted as part of the public hearing for Ordinance No. 1235.

It was moved by Martinez and seconded by Ybarra to receive and file the Distributed Generation Impact Study Final Report with staff recommendations. Motion carried, 5-0.

19. Award of Bids and Purchase Contracts to Young and Company (Howard Industries); Wesco Distribution (Copper Power) and Power Partners c/o Pacific Utilities (ABB) for Overhead Distribution Transformers for the Vernon Gas & Electric Department (Bid Specification #TR1-2015 OH).

Recommendation:

- A. Find that proposed purchase of Overhead distribution transformers is exempt from California Environmental Quality Act (CEQA) review because, as a continuing administrative or maintenance activity, such is not a “project” as defined in CEQA Guidelines section 15378(b)(2). And even if such activity were a “project,” it would be exempt from CEQA review in accordance with CEQA Guidelines Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment, because the agreement does not have an impact; and
- B. Accept that the following companies were the lowest responsive and responsible bidders for bid specification #TR1-2015OH, relating to the purchase of Overhead distribution transformers:
 - i. Young & Company (Howard Industries) for bid items: 1-4, 12-17, 26 and 27.
 - ii. Wesco Distribution (Copper Power) for bid items: 5-11, 18-23 and 25.
 - iii. Power Partners c/o Pacific Utilities (ABB) for bid item: 24; and
- C. Award bids and authorize the Purchasing Department to issue purchase order contracts as follows:
 - i. Young & Company (Howard Industries) for bid items 1-4, 12-17, 26 and 27 in a grand total amount not to exceed \$170,739.00.
 - ii. Wesco Distribution (Copper Power) for bid items: 5-11, 18-23 and 25, in a grand total amount of not to exceed \$257,720.64.
 - iii. Pacific Utilities c/o Power Partners (ABB) for bid item 24 in a grand total amount not to exceed \$21,660.00; and
- D. Reject all other bids.

Director of Gas and Electric Carlos Fandino provided the oral report.

It was moved by Martinez and seconded by Davis to award the bids and reject all others as recommended above. Motion carried, 5-0.

20. Award of Bid and Purchase Contract to OneSource (Southwire) for Medium Voltage 15 KV Rated Underground Cable for the Vernon Gas & Electric Department (Bid Specification #CA1-2015).

Recommendation:

- A. Find that proposed purchase of underground cable is exempt from California Environmental Quality Act (CEQA) review because, as a continuing administrative or maintenance activity, such is not a “project” as defined in CEQA Guidelines section 15378(b)(2). And even if such activity were a “project,” it would be exempt from CEQA review in accordance with CEQA Guidelines Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment, because the agreement does not have an impact; and

- B. Accept that OneSource was the lowest responsive and responsible bidders for bid specification #CA1-2015, relating to the purchase of medium voltage 15 KV rate underground cable for all three (3) bid items; and
- C. Award bid and authorize the Purchasing Department to issue purchase order contract to OneSource (Southwire) for all three (3) bid items for a grand total amount that is not to exceed \$334,434; and
- D. Reject CME bid.

Director of Gas and Electric Carlos Fandino reported on the proposed.

It was moved by Ybarra and seconded by Woodruff-Perez to award the bid to OneSource and reject the CME bid. Motion carried, 5-0.

Human Resources Department

- 21. A Resolution of the City Council of the City of Vernon adopting an amended and restated Citywide Fringe Benefits and Salary Resolution in accordance with Government Code Section 20636(b)(1) and repealing all resolutions in conflict therewith.**

Recommendation:

- A. Find that approval of the resolution is exempt from California Environmental Quality Act (CEQA) review, because it is a general policy and procedure making activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines Section 15378. Furthermore, even if it were a project, because such activity will not have any effect on the environment, this action would be exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and
- B. Adopt the resolution amending and restating the Citywide Fringe Benefits and Salary Resolution, effective December 15, 2015 to add a tiered Retiree Medical Benefit Program for Executive group. There are no changes to the Classification and Compensation Plan.

Interim Human Resources Director Lisette Grizzelle reported on the proposed resolution. Grizzelle also noted a correction to page 7 of the Staff Report, noting that the fiscal impact reflects the cost per month not year. Grizzelle responded to various questions from Council.

In response to Council’s inquires, City Administrator Mark Whitworth provided further clarification.

Finance Director William Fox reported on the potential fiscal impact and the need for a funding mechanism.

Independent Reform Monitor John Van de Kamp provided public comment.

Teamsters Local 911 Union Stewards Rafael Contreras and Jerrick Torres provided public comment.

It was moved by Woodruff-Perez and Ybarra to table the item until staff is able to provide more information.

In response to Fox’s suggestion, City Attorney Hema Patel confirmed that future staff recommendations can include a retroactive date that could be applicable to retiring Director of Public Works, Water and Development Services Kevin Wilson.

A roll call was taken on the above referenced motion to postpone the item until staff is able to provide more information:

- Mayor McCormick, No
- Mayor Pro-Tem Davis, Yes
- Councilmember Martinez, Yes
- Councilmember Ybarra, Yes
- Councilmember Woodruff-Perez, Yes

Motion carries, 4-0.

16. Approval of Updated Form At-Will Employment Agreements for Certain City of Vernon Executives.

Recommendation:

- A. Find that approval of the proposed agreements is exempt from the California Environmental Quality Act (“CEQA”), in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and
- B. Approve the attached updated form at-will employment agreements for the following City of Vernon Executives, effective December 15, 2015:
 - Daniel Calleros, Chief of Police
 - Michael Wilson, Fire Chief
 - William Fox, Director of Finance
 - Carlos Fandino, Director of Gas and Electric
 - Leonard Gross
 - berg, Director of Health and Environmental Control

City Administrator Mark Whitworth reported on the proposed agreements.

It was moved by Martinez and seconded by Woodruff-Perez to approve the updated form at-will employment agreements for certain executives. Motion carried, 5-0.

Public Works, Water and Development Services Department

22. Notice Inviting Bids to Furnish and Deliver Two New 2016 Ford F-650, Regular Cab XL (F6D) Dump Trucks, Contract No. CS-0645.

Recommendation:

- A. Find that the Notice Inviting Bids to Furnish and Deliver Two New 2016 Ford F-650, Regular Cab XL (F6D) Dump Trucks is exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Approve the Notice Inviting Bids to Furnish and Deliver Two New 2016 Ford F-650, Regular Cab XL (F6D) Dump Trucks.

Director of Public Works, Water and Development Services Kevin Wilson reported on the recommendation.

It was moved by Davis and seconded by Ybarra to approve the Notice inviting bids. Motion carried, 5-0.

23. Approval of an Agreement with Bel Air Soto, LLC for the construction of a Cul de Sac on Seville Avenue.

Recommendation:

- A. Approve a Construction Management and Reimbursement agreement between the City of Vernon and Bel Air Soto, LLC and the City of Vernon; and
- B. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines § 15301, because the project consists of the maintenance, repair or minor alteration of an existing roadway and involves negligible expansion of an existing use.

Director of Public Works, Water and Development Services Kevin Wilson reported on the proposed agreement.

It was moved by Davis and seconded by Ybarra to approve the Agreement with Bel Air Soto, LLC. Motion carried, 5-0.

24. Bid Award for City Contract No. CS-0584: Citywide Street Sweeping Services.

Recommendation:

- A. Find that the award of the proposed Capital Improvement Project for the Citywide Street Sweeping Services is categorically exempt under the California Environmentally Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301, Existing Facilities, part (c), existing highways and streets, because the project consists of maintenance (sweeping) of the existing curbs and gutters; and
- B. Accept the bid proposal from Webco LB LLC as the lowest responsive and responsible bidder and enter into contract, not to exceed \$ 336,396.00 for the Citywide Street Sweeping Services Project, City Contract No. CS-0584 for a term of three years, and to reject all other bids. Further authorize a contingency of \$ 23,604.00 in the event of an unexpected changed condition (emergency sweeps) in the project and grant authority to the City Administrator to issue a change order for an amount up to the contingency amount.

Director of Public Works, Water and Development Services Kevin Wilson reported on the proposed recommendation.

It was moved by Ybarra and seconded by Martinez to approve the bid award for City Contract No. CS-0584 to Webco LB LLC. Motion carried, 5-0.

DISCUSSION ITEMS (POSSIBLE DIRECTIVES TO STAFF)

25. Authorization to begin Proposition 218 Process to Amend the Water Rate Schedule.

Recommendation:

- A. Provide authorization to City staff to begin the Proposition 218 process to Amend the Water Rate Schedule; and
- B. Find that the proposed action is statutorily exempt from California Environmental Quality Act (“CEQA”) review, in accordance with CEQA Guidelines section 15273, because CEQA does not apply to the modification, restructuring, or approval of rates and other charges by public entities done for, among other purposes, meeting operating expenses, purchasing or leasing supplies, equipment, or materials and obtaining funds for capital projects, necessary to maintain service within existing service areas.

Director of Public Works, Water and Development Services Kevin Wilson reported and explained the process concerning water rate increases.

It was moved by Woodruff-Perez and seconded by Davis to authorize staff to commence Proposition 218 process to amend the water rate schedule. Motion carried, 5-0.

PRESENTATIONS (Continued)

26. Overview of Leadership Transition Planning Process.

City Administrator Mark Whitworth introduced the item and stated his support of the strategic plan.

Senior Advisor to the City Administrator Fred MacFarlane presented the overview.

Independent Reform Monitor John Van de Kamp provided public comment.

Councilmember Ybarra suggested to also meet with Department Heads to determine what other needs may need to be addressed.

ORAL REPORTS

25. City Administrator Reports – brief reports on activities and other brief announcements by the City Administrator and Department Heads.

Police Chief Daniel Calleros reported on the recent activities including a domestic violence incident, armed robbery and street racing task force. Calleros congratulated Kevin Wilson on his retirement and wished all a happy holiday season.

Fire Chief Michael Wilson also congratulated Kevin Wilson on his retirement. No significant incidents to report. Wilson reported on the Spark of Love Toy Drive.

Director of Public Works, Water and Development Services Kevin Wilson provided a brief status update on department activities and acknowledged staff's efforts.

Director of Gas and Electric Carlos Fandino congratulated Kevin Wilson on his retirement and wished all a happy holiday season.

Director of Finance William Fox congratulated Kevin Wilson on his retirement

Director of Health and Environmental Control Leonard Grossberg congratulated Kevin Wilson on his retirement and wished all a happy holiday season. Grossberg announced the Green Vernon Commission Meeting scheduled for December 16, 2015, at 3:30 p.m.

Interim Director of Human Resources Lisette Grizzelle congratulated Kevin Wilson on his retirement and wished all a happy holiday season. Grizzelle announced and invited all to the Holiday and Employee Recognition Celebration on December 17, 2015.

Economic Development Manager Alex Kung reported on the upcoming Recognized Obligation Payment Schedule (ROPS) for the Successor Agency and Oversight Board. Kung also congratulated Kevin Wilson on his retirement and wished all a happy holiday season.

City Clerk Maria E. Ayala announced the nomination period for the upcoming election, December 21, 2015 through January 19, 2016. She too congratulated Kevin Wilson on his retirement and wished all a happy holiday season.

City Administrator Mark Whitworth recognized and congratulated Kevin Wilson on his years of service and wished all a happy holiday season.

26. City Council Reports – brief report on activities, announcements, or directives to staff.

All Councilmembers congratulated Kevin Wilson on his retirement and wished all a happy holiday season.

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With no further business, at 11:45 a.m., Mayor McCormick adjourned the meeting.

W. Michael McCormick
Mayor

ATTEST:

Maria E. Ayala
City Clerk

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF THE
CITY OF VERNON HELD TUESDAY, DECEMBER 15, 2015, IN
CONFERENCE ROOM NO. 3 LOCATED ON THE SECOND FLOOR
OF CITY HALL, 4305 SANTA FE AVENUE, VERNON, CALIFORNIA

MEMBERS PRESENT: McCormick, Davis, Martinez, Ybarra, and Woodruff-Perez

MEMBERS ABSENT: None

The meeting was called to order at 1:05 p.m. by Mayor McCormick.

CHANGES TO THE AGENDA

There were no changes to the agenda.

PUBLIC COMMENT

Mayor McCormick announced that this was the time allotted for public comment on the Special meeting Agenda, Closed Session only, and inquired whether anyone in the audience wished to address the City Council. No one responded.

CLOSED SESSION

Mayor McCormick asked whether any member of the public wished to address the Council on the closed session agenda. There was no response.

At 1:06 p.m., the City Council entered into closed session to discuss the following agendized item:

1. PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)

Title: Director of Public Works, Water and Development Services

At 4:45 p.m., the City Council exited closed session. Interim Human Resources Director Lisette Grizzelle reported that the City Council met in closed session regarding one matter listed above and directed staff to make an employment offer to selected candidate.

With no further business, at 4:45 p.m., Mayor McCormick adjourned the meeting.

W. Michael McCormick
Mayor

ATTEST:

Maria E. Ayala
City Clerk

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF THE
CITY OF VERNON HELD MONDAY, DECEMBER 28, 2015, IN THE
COUNCIL CHAMBER LOCATED AT CITY HALL,
4305 SANTA FE AVENUE, VERNON, CALIFORNIA

MEMBERS PRESENT: McCormick, Davis, Martinez, Ybarra, and Woodruff-Perez

MEMBERS ABSENT: None

The meeting was called to order at 7:30 a.m. by Mayor McCormick.

CHANGES TO THE AGENDA

There were no changes to the agenda.

PUBLIC COMMENT

Mayor McCormick announced that this was the time allotted for public comment on the Special meeting Agenda, Closed Session only, and inquired whether anyone in the audience wished to address the City Council.

There was no public comment.

CLOSED SESSION

Mayor McCormick asked whether any member of the public wished to address the Council on the closed session agenda. There was no response.

At 7:31 a.m., the City Council entered into closed session to discuss the following agendized items:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation
Government Code Section 54956.9(d)(2)
Number of potential cases: 1

2. PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)
Title: City Administrator

3. PUBLIC EMPLOYEE APPOINTMENT

Government Code Section 54957 (b)(1)
Title: Interim City Administrator

4. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Government Code Section 54957(b)(1)

At 10:17 a.m., the City Council exited closed session. Special Legal Counsel Joung Yim announced that there was no reportable action.

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Special City Council Meeting Minutes
December 28, 2015

With no further business, at 10:17 a.m., Mayor McCormick adjourned the meeting.

W. Michael McCormick
Mayor

ATTEST:

Maria E. Ayala
City Clerk



RECEIVED

DEC 29 2015

CITY CLERK'S OFFICE

STAFF REPORT
FINANCE/TREASURY DEPARTMENT

RECEIVED

DEC 29 2015

CITY ADMINISTRATION

KE

DATE: December 28, 2015

TO: Honorable Mayor and City Council

FROM: William Fox, Director of Finance *W. Fox*

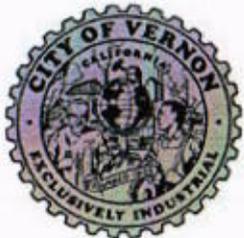
RE: City Warrant Register for City Council Agenda of January 5, 2016

It is recommended that the attached City Warrant Register No. 1439 be approved at the City Council meeting of January 5, 2016.

City Warrant Register No. 1439 totals \$2,543,800.81, and covers claims and demands presented during the period of December 08 through December 28, 2015, drawn, or to be drawn, from East West Bank.

The following list details the components of City Warrant Register No. 1439:

1. Ratification of wire transfers totaling **\$1,997,670.89**;
2. Ratification of the issuance of early checks totaling **\$353,501.14**; and
3. Authorization to issue pending checks totaling **\$192,628.78**.



**CITY OF VERNON
WARRANT REGISTER NO. 1439
JANUARY 5, 2016**

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof.

William Fox
Director of Finance

Date: _____

This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments except Warrant Numbers:

**CITY OF VERNON
WARRANT REGISTER NO. 1439
JANUARY 5, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
ICMA RETIREMENT TRUST 457	011.210220	28,069.76	Deferred Compensation: Payment	Ben185835		12/10/2015	1299	28,069.76
CALPERS	011.210240	395,513.05	PERS Contributions: Payment	Ben185831			1300	
	011.210240	238.08	PERS Survivor's Benefit: Payment	Ben185831			1300	
	011.210240	1,879.93	PERS Buy-back: Payment	Ben185831			1300	
	011.1004.502020	-0.16	PERS Contributions: Adjustment	Ben185831		12/14/2015	1300	397,630.90
CITY OF VERNON, FSA ACCOUNT	011.100013	497.68	FSA - Dependent: Payment	Ben185837			1301	
	011.100013	311.93	FSA - Medical: Payment	Ben185837		12/10/2015	1301	809.61
STATE DISBURSEMENT UNIT	011.210260	3,514.29	Child Support: Payment	Ben185839		12/14/2015	1302	3,514.29
WATER REPLENISHMENT DISTRICT	020.1084.500110	151,271.99	Groundwater Production	093015		12/09/2015	1303	151,271.99
AETNA HEALTH OF CALIFORNIA	011.1026.502031	8,119.70	Coverage Period: 12/15	31062242			1304	
	011.1026.502031	3,604.74	Coverage Period: 12/15	31062929		12/10/2015	1304	11,724.44
ANTHEM BLUE CROSS	011.1026.502031	1,586.73	Coverage Period: 12/15	1520608A			1305	
	011.1026.502031	36,635.84	Coverage Period: 12/15	475487C			1305	
	011.210221	260,198.71	Coverage Period: 12/15	556522B			1305	

**CITY OF VERNON
WARRANT REGISTER NO. 1439
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WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
						12/10/2015		298,421.28
CENTRAL BASIN MWD	020.1084.500130	106,260.09	Capacity Charge	VEROCT15			1306	
	020.1085.500130	16,534.04	Capacity Charge	VEROCT15			1306	
						12/10/2015		122,794.13
MAYER BROWN LLP	011.1002.596200	3,025.00	Independent Reform Monitor	35043220			1307	
						12/10/2015		3,025.00
SULLY MILLER CONTRACTING CO	011.1043.900000	101,536.00	Street Improvements	610709			1308	
	011.1043.900000	203,492.14	Street Improvements	610709			1308	
	011.1043.900000	36,298.60	Street Improvements	610709			1308	
	011.1043.900000	26,950.55	Street Improvements	610709			1308	
						12/10/2015		368,277.29
US BANK CORPORATE	011.1033.520000	646.19	Supplies	112315(1)			1309	
	011.1033.510000	122.07	Supplies	112315(1)			1309	
	011.1004.520000	170.58	Supplies	112315(10)			1309	
	011.1031.570000	320.00	4 Vehicles Detailed	112315(11)			1309	
	011.1026.597000	174.00	Fingerprinting Fees	112315(11)			1309	
	011.1031.596500	950.88	Lodging / Staff	112315(11)			1309	
	011.1031.520000	1,909.07	Supplies	112315(11)			1309	
	011.1031.520000	499.85	Supplies	112315(11)			1309	
	011.4031.850000	528.12	Supplies	112315(11)			1309	
	011.1031.596500	20.00	Taxis & Parking	112315(11)			1309	
	011.1031.596700	200.00	Training / Staff	112315(11)			1309	

**CITY OF VERNON
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WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
US BANK CORPORATE	011.1003.520000	17.43	Supplies	112315(12)			1309	
	011.1026.520000	92.03	Supplies	112315(13)			1309	
	011.1033.520000	31.85	Supplies	112315(14)			1309	
	011.1033.596700	36.00	Training	112315(14)			1309	
	011.1043.596550	335.00	ASCE Member Dues / Staff	112315(15)			1309	
	011.1040.596700	25.00	Registration / Staff	112315(15)			1309	
	011.1043.596550	40.00	Supplies	112315(15)			1309	
	011.1049.520000	292.64	Supplies	112315(16)			1309	
	011.1048.520000	21.81	Supplies	112315(16)			1309	
	011.1060.596700	80.00	Training	112315(17)			1309	
	011.1060.596700	80.00	Training / Staff	112315(17)			1309	
	011.1033.520000	346.10	Supplies	112315(18)			1309	
	011.1033.520000	199.30	Supplies	112315(19)			1309	
	011.1002.596500	825.52	Lodging	112315(2)			1309	
	011.1001.596500	855.12	Lodging / Staff	112315(2)			1309	
	011.1023.596500	427.56	Lodging / Staff	112315(2)			1309	
	011.1002.596500	700.00	Registration	112315(2)			1309	
	011.1002.596500	650.00	Registration / Staff	112315(2)			1309	
	011.1002.596500	95.50	Taxis & Parking	112315(2)			1309	
	011.1033.520000	49.56	Meals	112315(20)			1309	
	011.1033.596500	75.00	Meals	112315(20)			1309	
	011.1033.596500	162.44	Taxis & Parking	112315(20)			1309	
	011.1049.520000	1,956.28	Supplies	112315(21)			1309	

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WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
US BANK CORPORATE	011.1049.520000	36.41	Supplies	112315(22)			1309	
	011.1048.520000	130.81	Supplies	112315(22)			1309	
	011.1049.520000	122.07	Supplies	112315(23)			1309	
	011.1049.590000	169.05	Repairs	112315(24)			1309	
	011.1049.520000	785.06	Supplies	112315(24)			1309	
	011.9019.520010	248.99	Computer Supplies	112315(25)			1309	
	011.9019.520010	160.00	MISAC Membership Fee	112315(25)			1309	
	011.9019.520010	227.43	Supplies	112315(25)			1309	
	011.9019.520010	287.28	Supplies	112315(25)			1309	
	011.9019.520010	39.50	Supplies	112315(25)			1309	
	011.9019.520010	141.60	Supplies	112315(25)			1309	
	011.1049.520000	1,105.83	Supplies	112315(26)			1309	
	011.1026.596500	1,344.25	Lodging	112315(27)			1309	
	011.1026.596700	198.70	Meals	112315(27)			1309	
	011.1026.596900	238.64	Supplies	112315(27)			1309	
	011.1026.596900	38.98	Supplies	112315(27)			1309	
	011.1026.596700	22.33	Supplies	112315(27)			1309	
	011.1026.520000	17.43	Supplies	112315(27)			1309	
	020.1084.520000	195.38	Supplies	112315(28)			1309	
	011.1049.520000	75.68	Supplies	112315(29)			1309	
	011.1031.596700	525.00	Registration / Staff	112315(3)			1309	
	011.1031.520000	140.40	Supplies	112315(3)			1309	
	011.1033.520000	184.18	Supplies	112315(4)			1309	

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WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
US BANK CORPORATE	011.1036.520000	300.00	Supplies	112315(4)			1309	
	011.1033.596550	1,255.50	Code Update Subscription	112315(5)			1309	
	011.1033.596550	1,255.50	Code Update Subscription / Staff	112315(5)			1309	
	011.1036.560000	72.48	Subscription	112315(5)			1309	
	011.1033.520000	3,865.87	Supplies	112315(5)			1309	
	011.1033.520000	159.23	Supplies	112315(5)			1309	
	011.1036.520000	760.56	Supplies	112315(5)			1309	
	011.1060.596550	50.00	Cert Renewal / Staff	112315(6)			1309	
	011.1061.596500	205.56	Lodging	112315(6)			1309	
	011.1060.596500	740.55	Lodging / Staff	112315(6)			1309	
	011.1061.596500	411.12	Lodging / Staff	112315(6)			1309	
	011.1060.596550	261.00	Member Dues	112315(6)			1309	
	011.1061.596500	172.38	Taxis & Parking	112315(6)			1309	
	011.1004.596500	254.44	Supplies	112315(7)			1309	
	011.1004.520000	5.49	Supplies	112315(7)			1309	
	011.1024.596200	47.36	Courier	112315(8)			1309	
	011.1026.596700	460.75	Meals	112315(9)			1309	
	011.1026.596700	438.25	Supplies	112315(9)			1309	
						12/22/2015		30,085.94
CITY OF VERNON, FSA ACCOUNT	011.100013	497.68	FSA - Dependent: Payment	Ben186035			1310	
	011.100013	311.93	FSA - Medical: Payment	Ben186035			1310	
						12/24/2015		809.61

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WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
ICMA RETIREMENT TRUST 457	011.210220	175,024.03	Deferred Compensation: Payment	Ben186029		12/24/2015	1311	175,024.03
CALPERS	011.210240	400,645.19	PERS Contributions: Payment	Ben186031			1312	
	011.210240	238.08	PERS Survivor's Benefit: Payment	Ben186031			1312	
	011.210240	1,879.93	PERS Buy-back: Payment	Ben186031			1312	
	011.1004.502020	-0.07	PERS Contributions: Adjustment	Ben186031		12/28/2015	1312	
								402,763.13
STATE DISBURSEMENT UNIT	011.210260	3,449.49	Child Support: Payment	Ben186037		12/28/2015	1313	3,449.49
								<u>3,449.49</u>
							TOTAL WIRES	<u>\$ 1,997,670.89</u>

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EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
VERONICA AVENDANO	011.1026.596500	39.56	Mileage	120715a		12/10/2015	349589	39.56
MARIA AYALA	011.1003.596500	1,222.15	CALPELRA Annual Conference	110315(2)		12/10/2015	349590	1,222.15
SANDRA D BINGMAN	011.210260	2,000.00	GARNISHMENTS: Payment	Ben185823		12/10/2015	349591	2,000.00
INC CAL TECH COPIER	011.9019.590110	250.00	Copier Maintenance	CT54520		12/10/2015	349592	3,000.70
	011.9019.520010	871.93	Copier Maintenance	CT54520			349592	
	011.9019.590110	312.50	Copier Maintenance	CT54868			349592	
	011.9019.520010	771.28	Copier Maintenance	CT54868			349592	
	011.9019.590110	250.00	Copier Maintenance	CT54869			349592	
	011.9019.520010	544.99	Copier Maintenance	CT54869			349592	
CALIFORNIA WATER SERVICE CO	011.1043.560000	63.37	Service Period: 10/23 - 11/23	112415		12/10/2015	349593	63.37
SERGIO CANALES	011.1048.530015	317.43	Reimb possessory interest tax	120315		12/10/2015	349594	317.43
CHEVRON AND TEXACO BUSINESS	011.1031.570000	304.12	Service Period: 10/22 - 11/22	45939909		12/10/2015	349595	304.12
FRANCHISE TAX BOARD	011.210260	180.00	Garnishment: Payment	Ben185827			349596	

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<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
FRANCHISE TAX BOARD	011.210260	1,108.32	Garnishment: Payment	Ben185827		12/10/2015	349596	1,288.32
ALFONSO HERNANDEZ	011.1041.596700	189.00	Technician Certification Exam	120715		12/10/2015	349597	189.00
IBEW LOCAL 47	011.210250	2,837.21	IBEW Dues: Payment	Ben185821		12/10/2015	349598	2,837.21
INSTRUQ	011.1031.596700	50.00	Registration J. Reyna	112415		12/10/2015	349599	50.00
INC JEMMOTT ROLLINS GROUP	011.1021.596200	10,000.00	Professional Services 11/15	NOV15		12/10/2015	349600	10,000.00
LINDA JOHNSON	011.1061.596500	168.00	CalRecycle Training Series	110315			349601	
	011.1061.596500	125.16	CalRecycle Training Series	110315		12/10/2015	349601	293.16
KEITH WHITWORTH	011.1048.530015	276.60	Reimb Possessory Int Tax	120315		12/10/2015	349602	276.60
LB JOHNSON HARDWARE CO #1	011.1046.520000	345.73	Hardware Supplies~	112515_multiple	011.0010833		349603	
	011.1049.520000	125.46	Hardware Supplies~	112515_multiple	011.0010833		349603	
	020.1084.520000	78.07	Hardware Supplies~	112515_multiple	011.0010833		349603	
						12/10/2015		549.26
JASON LUCAS	011.1031.596500	15.53	Firearms/Tactical Rifle Adv	113015			349604	

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<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
						12/10/2015		15.53
INC MOTOROLA SOLUTIONS	011.1036.850000	51.85	UHF Black 470-490MHZ w/cable	080315_multiple	011.0010891		349605	
	011.1036.850000	78.20	VHF 150-168 Black w/cable	080315_multiple	011.0010891		349605	
	011.1036.850000	51.85	UHF Black 470-490mhz W/cable	080315_multiple	011.0010891		349605	
	011.1036.850000	36.55	ANT 762-870 MHZ 3DB Stubby Thru Hole MU	080315_multiple	011.0010891		349605	
	011.1036.850000	144.00	7.5W Ext Speaker	080315_multiple	011.0010891		349605	
	011.1036.850000	32.62	Sales Tax	080315_multiple			349605	
	011.1036.850000	103.70	UHF Black 470-490MHZ w/cable	091615_multiple	011.0010890		349605	
	011.1036.850000	156.40	VHF 150-168 Black w/cable	091615_multiple	011.0010890		349605	
	011.1036.850000	103.70	uhf bLACK 470-490mhz W/cable	091615_multiple	011.0010890		349605	
	011.1036.850000	384.00	13 W Ext Speaker	091615_multiple	011.0010890		349605	
	011.1036.850000	67.30	Sales Tax	091615_multiple			349605	
	011.1036.850000	2,068.80	APX7500 Dual Band Mid Power	13074257	011.0010891		349605	
	011.1036.850000	412.00	Add: Astro. Digital CAI Operation	13074257	011.0010891		349605	
	011.1036.850000	320.00	Add: UHF R2 MP Primary Band	13074257	011.0010891		349605	
	011.1036.850000	480.00	Add: Enable Dual Band Operation	13074257	011.0010891		349605	
	011.1036.850000	317.00	ENH: SFS Comprehensive	13074257	011.0010891		349605	
	011.1036.850000	288.00	Add: Keypad Mic GCAI	13074257	011.0010891		349605	
	011.1036.850000	24.00	Add: Remote Mount CBL 17 Feet	13074257	011.0010891		349605	
	011.1036.850000	237.60	Add: Remote Mount Mid Power	13074257	011.0010891		349605	
	011.1036.850000	1,200.00	ENH: Smartzone Operation APX	13074257	011.0010891		349605	
	011.1036.850000	240.00	Add: P25 Trunking Software	13074257	011.0010891		349605	

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<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
INC MOTOROLA SOLUTIONS	011.1036.850000	360.00	Add: TDMA Operation	13074257	011.0010891		349605	
	011.1036.850000	80.00	ENH: Over the Air Provisioning	13074257	011.0010891		349605	
	011.1036.850000	52.80	Add: RF Preamp	13074257	011.0010891		349605	
	011.1036.850000	345.60	Add: O5 Control Head	13074257	011.0010891		349605	
	011.1036.850000	456.00	Add: Dual-Control HD Hardware	13074257	011.0010891		349605	
	011.1036.850000	2,068.80	APX7500 Dual Band Mid Power	13074257	011.0010891		349605	
	011.1036.850000	412.00	Add: Astro. Digital CAI Operation	13074257	011.0010891		349605	
	011.1036.850000	320.00	Add: 7/800MHZ Secondary Band	13074257	011.0010891		349605	
	011.1036.850000	480.00	Add: Enable Dual Band Operation	13074257	011.0010891		349605	
	011.1036.850000	317.00	ENH: SFS Comprehensive	13074257	011.0010891		349605	
	011.1036.850000	57.60	Add: Palm Microphone	13074257	011.0010891		349605	
	011.1036.850000	237.60	Add: Remote Mount Mid Power	13074257	011.0010891		349605	
	011.1036.850000	1,200.00	ENH: Smartzone Operation APX	13074257	011.0010891		349605	
	011.1036.850000	240.00	Add: P25 Trunking Software	13074257	011.0010891		349605	
	011.1036.850000	360.00	Add: TDMA Operation	13074257	011.0010891		349605	
	011.1036.850000	80.00	ENH: Over the Air Provisioning	13074257	011.0010891		349605	
	011.1036.850000	52.80	Add: RF Preamp	13074257	011.0010891		349605	
	011.1036.850000	345.60	Add: O5 Control Head	13074257	011.0010891		349605	
	011.1036.850000	1,117.70	Sales Tax	13074257			349605	
	011.1036.850000	4,137.60	APX7500 Dual Band Mid Power	13074534	011.0010890		349605	
	011.1036.850000	576.00	Add: Keypad Mic GCAI	13074534	011.0010890		349605	
	011.1036.850000	48.00	Add: Remote Mount CBL 17 Feet	13074534	011.0010890		349605	
	011.1036.850000	824.00	Add: Astro. Digital CAI Operation	13074534	011.0010890		349605	

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<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
INC MOTOROLA SOLUTIONS	011.1036.850000	475.20	Add: Remote Mount Mid Power	13074534	011.0010890		349605	
	011.1036.850000	640.00	Add: VHF MP Secondary Band	13074534	011.0010890		349605	
	011.1036.850000	960.00	Add: Enable Dual Band Operation	13074534	011.0010890		349605	
	011.1036.850000	634.00	ENH: SFS Comprehensive	13074534	011.0010890		349605	
	011.1036.850000	2,400.00	ENH: Smartzone Operation APX	13074534	011.0010890		349605	
	011.1036.850000	480.00	Add: P25 Trunking Software	13074534	011.0010890		349605	
	011.1036.850000	720.00	Add: TDMA Operation	13074534	011.0010890		349605	
	011.1036.850000	160.00	ENH: Over the Air Provisioning	13074534	011.0010890		349605	
	011.1036.850000	105.60	Add: RF Preamp	13074534	011.0010890		349605	
	011.1036.850000	691.20	Add: O5 Control Head	13074534	011.0010890		349605	
	011.1036.850000	912.00	Add: Dual-Control HD Hardware	13074534	011.0010890		349605	
	011.1036.850000	4,137.60	APX7500 Dual Band Mid Power	13074534	011.0010890		349605	
	011.1036.850000	576.00	Add: Keypad MIC GCAI	13074534	011.0010890		349605	
	011.1036.850000	48.00	Add: Remote Mount CBL 17 feet	13074534	011.0010890		349605	
	011.1036.850000	824.00	Add: Astro. Digital CAI Operations	13074534	011.0010890		349605	
	011.1036.850000	475.20	Add: Remote Mount Mid Power	13074534	011.0010890		349605	
	011.1036.850000	640.00	Add: 7/800MHZ Secondary Band	13074534	011.0010890		349605	
	011.1036.850000	960.00	Add: Enable Dual Band Operation	13074534	011.0010890		349605	
	011.1036.850000	634.00	ENH: SFS Comprehensive	13074534	011.0010890		349605	
	011.1036.850000	2,400.00	ENH: Smartzone Operation APX	13074534	011.0010890		349605	
	011.1036.850000	480.00	Add: P25 Trunking Software	13074534	011.0010890		349605	
	011.1036.850000	720.00	Add: TDMA Operation	13074534	011.0010890		349605	
	011.1036.850000	160.00	ENH: Over the Air Provisioning	13074534	011.0010890		349605	

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<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
INC MOTOROLA SOLUTIONS	011.1036.850000	105.60	Add: RF Preamp	13074534	011.0010890		349605	
	011.1036.850000	691.20	Add: O5 Control Head	13074534	011.0010890		349605	
	011.1036.850000	912.00	Add: Dual-Control HD Hardware	13074534	011.0010890		349605	
	011.1036.850000	73.10	ANT 762-870 MHZ 3DB Stubby Thru Hole MU	13074534	011.0010890		349605	
	011.1036.850000	2,369.90	Sales Tax	13074534			349605	
						12/10/2015		45,351.27
NAPA AUTO PARTS	011.1046.520000	1,339.33	Parts for cars and trucks.~	113015_multiple	011.0010827		349606	
						12/10/2015		1,339.33
OVERSIZED MACHINE INDUSTRIES	011.9019.590110	300.00	Copier Maintenance	21107			349607	
	011.9019.520010	92.60	Copier Maintenance	21107			349607	
						12/10/2015		392.60
PLURALSIGHT, LLC	011.9019.590110	1,497.00	Product: Pluralsight Plus e-Learning	INV00021995	011.0011192		349608	
						12/10/2015		1,497.00
STAPLES ADVANTAGE	011.1033.520000	186.55	Office Supplies~	112115_multiple	011.0011165		349609	
	011.1033.520000	16.79	Sales Tax	112115_multiple			349609	
						12/10/2015		203.34
PC US HEALTHWORKS MEDICAL GROU	011.1026.597000	1,310.00	Haz Mat Physicals / DOT	2817094CA			349610	
						12/10/2015		1,310.00
US POSTAL SERVICE	011.1004.520000	1,498.00	P.O. Box yearly fee	120915			349611	

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						12/10/2015		1,498.00
FELIX VELASCO	011.1043.502030	150.00	Vision Benefits	120215			349612	
	011.1043.502030	150.00	Vision Benefits: Spouse	120215(2)			349612	
						12/10/2015		300.00
VERNON FIREMENS ASSOCIATION	011.210250	3,265.00	Fire House Fund: Payment	Ben185825			349613	
						12/10/2015		3,265.00
BENEFIT ASSOCIATION VERNON POL	011.210250	1,837.75	Police Association Member Dues: Payment	Ben185819			349614	
						12/10/2015		1,837.75
IRENE CASTILLO	011.1026.596700	76.27	Halloween Awards	121015			349615	
						12/15/2015		76.27
JERRY CHAVEZ JR	011.1031.596500	10.93	Firearms/Tactical Rifle Adv	113015			349616	
						12/15/2015		10.93
DEPT OF INDUSTRIAL RELATIONS	011.1026.500245	30,867.48	FY 2016 Assessment	OSIP61904			349617	
						12/15/2015		30,867.48
FEDEX	011.1002.520000	16.82	Service period: 11/15	524506968(2)			349618	
	011.1004.520000	36.30	Service period: 11/15	524506968(2)			349618	
						12/15/2015		53.12
FERGUSON WATERWORKS	011.120010	154.00	Bend L/A,~	528573	011.0011007		349619	
	011.120010	1,070.22	Gate Valve L/A E381,~	528573	011.0011007		349619	
	011.120010	1,668.69	Gate Valve L/A E381,~	528573	011.0011007		349619	

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FERGUSON WATERWORKS	011.120010	1,050.04	OL Gate Valve L/A,~	528573	011.0011007		349619	
	011.120010	354.86	Sales Tax	528573			349619	
	011.120010	649.00	Tapping Sleeve, 11.05 - 11.45 O.D., ~	529507	011.0011018		349619	
	011.120010	872.00	Tapping Sleeve,~	529507	011.0011018		349619	
	011.120010	1,345.00	Tapping Sleeve,~	529507	011.0011018		349619	
	011.120010	1,360.00	Tapping Sleeve,~	529507	011.0011018		349619	
	011.120010	380.34	Sales Tax	529507			349619	
	011.120010	880.19	Tapping Sleeve,~	529956	011.0011044		349619	
	011.120010	79.22	Sales Tax	529956			349619	
	011.120010	2,100.08	Gate Valves L/A E381,~	531364	011.0011088		349619	
	011.120010	2,140.44	Gate Valves L/A, ~	531364	011.0011088		349619	
	011.120010	381.65	Sales Tax	531364			349619	
						12/15/2015		14,485.73
LISETTE GRIZZELLE	011.1026.596900	1,055.30	Employee Recognition Program	121415		12/15/2015	349620	1,055.30
ANDREW GUTH	011.110021	1,733.31	Employee computer loan	121515		12/15/2015	349621	1,733.31
MSW CONSULTANTS	011.1061.595200	11,658.65	Sustainability Services 11/15	VRN1522			349622	
	011.1061.595200	8,510.00	Professional Services 11/15	VRN1523			349622	
						12/15/2015		20,168.65
CARLOS OURIQUE	011.1031.596500	24.15	Firearms / Tactical Rifle Adv	113015			349623	

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						12/15/2015		24.15
JOSE REYNA	011.110021	2,911.34	Employee computer loan	121515			349624	
						12/15/2015		2,911.34
THE HAWKINS COMPANY	011.1026.594200	6,666.66	H/R Director Recruitment	30021			349625	
						12/15/2015		6,666.66
RICHARD VILLEGAS	011.1031.596500	24.15	Firearms/Tactical Rifle Adv	113015			349626	
						12/15/2015		24.15
BRENNTAG PACIFIC, INC	020.1084.500140	-340.00	Credit	BPI23005			349627	
	020.1084.500140	641.27	Chlorine	BPI574971			349627	
	020.1084.500140	1,271.02	Chlorine	BPI574972			349627	
	020.1084.500140	600.15	Chlorine	BPI578932			349627	
						12/17/2015		2,172.44
COUNTY CLERK, COUNTY OF LA	011.1041.550000	2,285.00	Vacation Portion of Seville	121515			349628	
						12/17/2015		2,285.00
DDCC/DRIZEN-DOHS	011.1002.550000	5,856.75	Vernon quarterly publications~	5833	011.0010877		349629	
						12/17/2015		5,856.75
ETC DEPOT	011.9019.520010	702.00	CAM-HFW2220R-Z~	899704	011.0011193		349630	
	011.9019.520010	245.70	DVR-HCVR-5208A-V2~	899704	011.0011193		349630	
	011.9019.520010	35.00	PB-13A08E~	899704	011.0011193		349630	
	011.9019.520010	1.60	PT-M ~	899704	011.0011193		349630	
	011.9019.520010	88.59	Sales Tax	899704			349630	

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						12/17/2015		1,072.89
HILARIO GONZALES	011.1048.530015	346.26	Reimb Possessory Int Tax~	121615			349631	
						12/17/2015		346.26
LLC LEVEL 3 COMMUNICATIONS	057.1057.500173	4,513.05	Fiber Optic Contract Renewal~	40754085	057.0000051		349632	
						12/17/2015		4,513.05
SO CAL EDISON	011.1048.560000	80.37	Service Period: 10/19-12/03	120415_multiple			349633	
						12/17/2015		80.37
STAPLES ADVANTAGE	011.1031.520000	250.50	Office Supplies~	112115_multiple(2)	011.0011094		349634	
	011.1031.520000	22.54	Sales Tax	112115_multiple(2)			349634	
	011.1031.520000	705.70	Office Supplies~	112115_multiple(3)	011.0011164		349634	
	011.1031.520000	63.51	Sales Tax	112115_multiple(3)			349634	
						12/17/2015		1,042.25
THE GAS COMPANY	011.1033.560000	606.07	Service Period: 11/05-12/09	121515_multiple			349635	
						12/17/2015		606.07
TRATTORIA 25	011.1026.596900	6,942.75	EE Service Award/Holiday Celebration	121515			349636	
						12/17/2015		6,942.75
TRI-CITY MUTUAL WATER COMPANY	011.1033.560000	157.50	Service Period: 11/1-11/30	120115			349637	
						12/17/2015		157.50
PC US HEALTHWORKS MEDICAL GROU	011.1026.597000	4,632.00	HazMat Physicals	2803853CA			349638	

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PC US HEALTHWORKS MEDICAL GROU	011.1026.597000	4,880.00	Hazmat physicals / Dot & Vaccines	2813602CA			349638	
						12/17/2015		9,512.00
WEX BANK	011.1031.570000	39.00	Fuel Charges	43182919			349639	
						12/17/2015		39.00
AFLAC	011.210223	13,025.01	Supplemental Ins - November	841465			349640	
						12/22/2015		13,025.01
VERONICA AVENDANO	011.1026.596700	211.28	Livescan & Fingerprints	121715			349641	
	011.1026.596500	71.93	Mileage	121715(2)			349641	
						12/22/2015		283.21
BICKMORE	011.1026.594200	9,825.00	Actuarial Valuation	BRS0012959			349642	
						12/22/2015		9,825.00
SANDRA D BINGMAN	011.210260	2,000.00	GARNISHMENTS: Payment	Ben186021			349643	
						12/22/2015		2,000.00
COLONIAL LIFE	011.210230	5,274.76	Supplemental Ins - November	77136471101224			349644	
						12/22/2015		5,274.76
WILLIAM DAVIS	011.1001.502030	1,500.00	HSA Employer Contribution 2016	120915			349645	
						12/22/2015		1,500.00
AND ELANOR FIREND FARHAD YAGHO	095.5095.400900	4,248.43	Refund Parcel Tax	122115			349646	
						12/22/2015		4,248.43

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FRANCHISE TAX BOARD	011.210260	180.00	Garnishment: Payment	Ben186025			349647	
	011.210260	291.68	Garnishment: Payment	Ben186025			349647	
						12/22/2015		471.68
HSA BANK	011.1001.502030	1,500.00	HSA Employer Contribution~	121715			349648	
	011.1002.502030	4,500.00	HSA Employer Contribution~	121715			349648	
	011.1003.502030	4,500.00	HSA Employer Contribution~	121715			349648	
	011.1004.502030	3,000.00	HSA Employer Contribution~	121715			349648	
	011.1015.502030	1,500.00	HSA Employer Contribution~	121715			349648	
	011.1016.502030	1,500.00	HSA Employer Contribution~	121715			349648	
	011.1024.502030	6,000.00	HSA Employer Contribution~	121715			349648	
	011.1026.502030	4,500.00	HSA Employer Contribution~	121715			349648	
	011.1031.502030	12,000.00	HSA Employer Contribution~	121715			349648	
	011.1033.502030	28,500.00	HSA Employer Contribution~	121715			349648	
	011.1040.502030	3,000.00	HSA Employer Contribution~	121715			349648	
	011.1041.502030	6,000.00	HSA Employer Contribution~	121715			349648	
	011.1043.502030	7,500.00	HSA Employer Contribution~	121715			349648	
	011.1046.502030	3,000.00	HSA Employer Contribution~	121715			349648	
	011.1060.502030	6,000.00	HSA Employer Contribution~	121715			349648	
	011.9019.502030	1,500.00	HSA Employer Contribution~	121715			349648	
	020.1084.502030	4,500.00	HSA Employer Contribution~	121715			349648	
	011.150199	10,500.00	HSA Employer Contribution~	121715			349648	
						12/22/2015		109,500.00

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WILLIAM MCCORMICK	011.1001.502030	1,500.00	HSA Employer Contribution~	120915		12/22/2015	349649	1,500.00
NIELSEN, MERKSAMER, PARRINELLO	011.1002.596200	779.50	2015 Legislative Advocacy	120115		12/22/2015	349650	779.50
INC PROMOSHOP	011.1026.596900	248.91	Engraved Key Chains	122436		12/22/2015	349651	248.91
SHIRLEY SALAS	011.1026.596900	229.04	Employee Holiday Event 2015	121615		12/22/2015	349652	229.04
SNAP-ON INDUSTRIAL	011.1046.520000	8.02	13mm shallow socket~	ARV26950607	011.0011031	12/22/2015	349653	22.44
	011.1046.520000	12.57	15mm deep socket~	ARV26950607	011.0011031		349653	
	011.1046.520000	1.85	Sales Tax	ARV26950607			349653	
SO CAL EDISON	011.1049.560000	9.64	Service Period: 11/1-12/9	121115_multiple		12/22/2015	349654	240.49
	011.1042.560000	230.85	Service Period: 11/1-12/9	121115_multiple			349654	
SOLARWINDS, INC.	057.1057.590000	567.00	Annual Maintenance Renewal	QN612738		12/22/2015	349655	567.00
SOUTH COAST AQMD	020.1084.596200	6.07	Penalty	2868109(2)		12/22/2015	349656	6.07

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INC SOUTH GATE COLLISION CENTE	011.1046.520000	575.40	Parts and material	120215	011.0011181		349657	
	011.1046.590000	137.00	Labor~	120215	011.0011181		349657	
	011.1046.590000	137.00	Labor~	120215	011.0011181		349657	
	011.1046.590000	137.00	Labor~	120215	011.0011181		349657	
	011.1046.590000	137.00	Labor~	120215	011.0011181		349657	
	011.1046.590000	137.00	Labor~	120215	011.0011181		349657	
	011.1046.590000	330.00	Labor~	120215	011.0011181		349657	
	011.1046.520000	58.98	Sales Tax 10.25	120215			349657	
						12/22/2015		1,649.38
STAPLES ADVANTAGE	011.1003.520000	232.06	Office Supplies~	110415_multiple	011.0011089		349658	
	011.1003.520000	20.89	Sales Tax	110415_multiple			349658	
						12/22/2015		252.95
TEAMSTERS LOCAL 911	011.210250	2,325.00	Teamsters Local 911 Dues: Payment	Ben186015			349659	
						12/22/2015		2,325.00
THE GAS COMPANY	011.1048.560000	35.92	Servic Period: 11/16-12/10	121415			349660	
	011.1043.560000	170.39	Servic Period: 11/16-12/10	121415			349660	
	020.1084.560000	170.39	Servic Period: 11/16-12/10	121415			349660	
	011.1049.560000	712.91	Servic Period: 11/16-12/10	121415			349660	
						12/22/2015		1,089.61
UPS	011.1041.520000	105.13	Service Period: 10/23-12/03	121515_multiple			349661	
	011.1033.520000	37.66	Service Period: 10/23-12/03	121515_multiple			349661	

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						12/22/2015		142.79
PC US HEALTHWORKS MEDICAL GROU	011.1026.597000	1,073.00	Pre-Employment Exams	2827374CA			349662	
						12/22/2015		1,073.00
VERNON FIREMENS ASSOCIATION	011.210250	3,265.00	Fire House Fund: Payment	Ben186023			349663	
						12/22/2015		3,265.00
BENEFIT ASSOCIATION VERNON POL	011.210250	1,837.75	Police Association Member Dues: Payment	Ben186019			349664	
						12/22/2015		1,837.75
TOTAL EARLY CHECKS								\$ 353,501.14

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INC ADVANCED ELECTRONICS	011.1036.590000	141.80	Access Control Equipment	80000272		349665	
	011.1036.596200	378.20	Access Control Equipment	80000272		349665	
	011.1036.590000	40.98	Control & Base Station Equipment	80000273		349665	
	011.1036.596200	109.30	Control & Base Station Equipment	80000273		349665	
	011.1036.590000	140.29	Receiver Equipment	80000274		349665	
	011.1036.596200	374.15	Receiver Equipment	80000274		349665	
	011.1036.590000	196.22	Control station equipment	80000275		349665	
	011.1036.596200	523.32	Control station equipment	80000275		349665	
							1,904.26
AGILITY RECOVERY	011.1004.888200	395.00	Agility Recovery membership services	A390473	011.0010991	349666	
							395.00
ALL CITY MANAGEMENT SERVICES,	011.1031.594200	463.59	Crossing Guard Services	41317		349667	
							463.59
BELINDA ARELLANO	011.1031.502030	210.00	Vision Benefits: Child	120715		349668	
							210.00
ATHENS INSURANCE SERVICES, INC	011.1026.594200	4,916.66	TPA Fee	IVC10712		349669	
							4,916.66
INC AURORA INDUSTRIAL HYGIENE	011.1060.596700	4,800.00	Certified Industrial Hygienist to	IH8790	011.0011049	349670	
	011.1043.596700	2,400.00	Certified Industrial Hygienist to	IH8790	011.0011049	349670	
	020.1084.596700	2,400.00	Certified Industrial Hygienist to	IH8790	011.0011049	349670	

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							9,600.00
MARIA AYALA	011.1003.596500	203.93	New Law & Elections	120815		349671	203.93
BATTERY SYSTEMS INC	011.1046.520000	1,285.28	Vehicle batteries~	113015_multiple	011.0010811	349672	1,285.28
BEST BEST & KRIEGER LLP	011.1024.593200	1,161.96	Professional services	762611		349673	
	011.1024.593200	227.50	Professional Services	762612		349673	1,389.46
BEST FIT FINISHING	011.199999	240.00	Reimb 80% CofO Cancellation	Ref000186101		349674	240.00
VEHICLES BLACK & WHITE EMERGEN	011.4031.850000	1,100.00	Installation of two (2) Panasonic	1039	011.0011169	349675	
	011.4031.850000	502.39	Police Dept Supplies	940		349675	1,602.39
LLP BURKE, WILLIAMS & SORENSEN	011.1024.593200	400.00	Professional Services	194669		349676	400.00
INC CALOX	011.1033.520000	15.00	Cylinder Oxygen	163999		349677	
	011.1033.520000	197.50	Oxygen Gas & Delivery	171375		349677	212.50
CAMINO REAL CHEVROLET	011.1046.520000	109.97	Auto parts for cars and trucks.~	111815_multiple	011.0010812	349678	

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							109.97
INC CDW GOVERNMENT	011.9019.520010	871.30	HP COLOR LASERJET PRO~	BCS2588	011.0011142	349679	
	011.9019.520010	1,148.52	PLANTRONICS CS540/HL10 BUNDLE~	BCS2588	011.0011142	349679	
	011.9019.520010	192.45	MSH FB NATURAL ERG 4000 USB~	BCS2588	011.0011142	349679	
	011.9019.520010	78.42	Sales Tax	BCS2588		349679	
	011.9019.520010	103.38	Sales Tax	BCS2588		349679	
	011.9019.520010	17.31	Sales Tax	BCS2588		349679	
							2,411.38
CENTRAL FORD	011.1046.520000	129.79	bl3z-9f472-a oxygen sensor	112415_multiple	011.0011160	349680	
	011.1046.520000	68.06	be5z-9g444-a oxygen sensor	112415_multiple	011.0011160	349680	
	011.1046.520000	45.22	5c3z-1130-cb hub cap	112415_multiple	011.0011160	349680	
	011.1046.520000	-142.77	bl3z-9f472-a oxygen sensor	112415_multiple	011.0011160	349680	
	011.1046.520000	24.31	Sales Tax 10.00	112415_multiple		349680	
	011.1046.520000	70.09	F7UZ-15218A42-A Door lock actuator	267913	011.0011184	349680	
	011.1046.520000	7.01	Sales Tax 10.00	267913		349680	
	011.1046.520000	95.39	7C3Z-19972-D a/c condensor tube	267928	011.0011185	349680	
	011.1046.520000	9.54	Sales Tax 10.00	267928		349680	
	011.1046.520000	10.30	385189S100 steel pop rivets	268006	011.0011187	349680	
	011.1046.520000	59.97	5C3Z-13350-AA turn signal relays	268006	011.0011187	349680	
	011.1046.520000	6.70	389358S door panel pins	268006	011.0011187	349680	
	011.1046.520000	7.70	Sales Tax 10.00	268006		349680	
							391.31

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CITY OF HUNTINGTON PARK	011.1031.594200	3,198.25	Jail Booking Services	17086		349681	3,198.25
CLEANSTREET, INC.	011.1043.590000	9,199.72	Sweeper Services	80453		349682	9,199.72
WHATLEY, PC COLANTUONO, HIGHSM	011.1024.593200	2,540.50	Ref: Adv. Jurupa Ave.	29938		349683	
	011.1024.593200	1,942.31	Ref: Adv. Jurupa Ave.	30084		349683	4,482.81
COMMERCIAL TIRE COMPANY	011.1046.520000	4.82	3/8" plug tire patch	1125994	011.0011180	349684	
	011.1046.520000	7.95	VST545D aluminum valve stem	1125994	011.0011180	349684	
	011.1046.590000	24.75	Labor to repair right rear inner tire	1125994	011.0011180	349684	
	011.1046.520000	1.15	Sales Tax	1125994		349684	38.67
COUNTY OF LOS ANGELES	011.1043.595200	56.47	Labor & Equipment Charges	REPW1510290516 9		349685	56.47
JEREMY CROSS	011.1031.502030	204.00	Vision Benefits: Spouse	121415		349686	204.00
CURRENT WHOLESALE ELECTRIC	011.1049.520000	1,791.05	Electrical and hardware supplies~	112515_multiple	011.0010829	349687	1,791.05
INC D&R OFFICE WORKS	011.4031.520000	3,887.00	Part No. 1560-Y2-A9S / Mfg. 925~	99373IN	011.0011170	349688	
	011.4031.520000	310.96	Assembly/Delivery Charge	99373IN	011.0011170	349688	

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INC D&R OFFICE WORKS	011.4031.520000	377.82	Sales Tax	99373IN		349688	
							4,575.78
DANGELO CO	011.120010	766.50	3017-215 Mueller 2" Ball Corp., AWWA,	S1258630001	011.0011042	349689	
	011.120010	804.03	3017-135 Mueller 2" Angle Meter Stop,	S1258630001	011.0011042	349689	
	011.120010	1,324.66	3040-195 Mueller 2" Dual Check Angle,	S1258630001	011.0011042	349689	
	011.120010	164.52	3069-140 Mueller Saddle, 10" X 2" IP,	S1258630001	011.0011042	349689	
	011.120010	260.08	Sales Tax 8.5%	S1258630001		349689	
	011.120010	493.55	3069-140 Mueller Saddle, 10" X 2" IP,	S1258630002	011.0011042	349689	
	011.120010	426.11	3088-235 Mueller 2" Dual Check Angle,	S1258630002	011.0011042	349689	
	011.120010	82.77	Sales Tax	S1258630002		349689	
	011.120010	156.00	1616-160 T-Bolt & Nut, 3/4" X 4".	S1260979001	011.0011123	349689	
	011.120010	112.00	1616-161 T-Bolt & Nut 3/4" X 4"	S1260979001	011.0011123	349689	
	011.120010	294.80	2155-110 Jones Meter Coupling, 1" X 2"	S1260979001	011.0011123	349689	
	011.120010	315.08	3010-700 Cap, 10" X 2" M.J. Tapped.	S1260979001	011.0011123	349689	
	011.120010	50.90	3012-303 Repair Clamp SC, 24" X 3",	S1260979001	011.0011123	349689	
	011.120010	92.40	3012-306 Repair Clamp SC, 24" X 6",	S1260979001	011.0011123	349689	
	011.120010	1,850.00	3051-860 5-1/4" Mueller #A301 Safety	S1260979001	011.0011123	349689	
	011.120010	786.68	3062-185 8" Star 3000P Wedge Type	S1260979001	011.0011123	349689	
	011.120010	396.96	3062-500 8" pipe, Sch 40 P.V.C. B/E.	S1260979001	011.0011123	349689	
	011.120010	364.93	Sales Tax	S1260979001		349689	
	011.120010	4,348.80	3062-435 Copper pipe. type "K" soft,	S1263811001	011.0011201	349689	
	011.120010	391.39	Sales Tax	S1263811001		349689	

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							13,482.16
EDDIE WANG, O.D.	011.1033.502030	59.00	Vision Benefits: A. Cass Child	112115(2)		349690	
	011.1033.502030	59.00	Vision Benefits: A. Cass	120915		349690	118.00
EXPRESS OIL CO.	011.1049.590000	299.70	Oil Products	171846		349691	299.70
STEVEN FROBERG	011.1048.596200	100.00	Vernon Housing Commission: 12/9/15	120915		349692	100.00
HECTOR GARCIA	011.1048.596200	100.00	Vernon Housing Commission: 12/9/15	120915		349693	100.00
GARVEY EQUIPMENT COMPANY	011.1046.520000	1,170.20	Lawn equipment parts & service.-	111815_multiple	011.0010813	349694	1,170.20
INC GE MOBILE WATER	011.1033.520000	98.88	Maintenance & Repairs	98017827		349695	
	011.1033.520000	90.16	Maintenance & Supplies	98018237		349695	
	011.1033.520000	90.16	Maintenance	98018913		349695	
	011.1033.520000	56.68	Supplies	98022577		349695	
	011.1033.520000	170.04	Supplies	98022787		349695	
	011.1033.520000	170.04	Supplies	98022788		349695	675.96
GRAINGER CO	011.1043.520000	335.99	Hardware Suppliles~	112015_multiple	011.0010831	349696	

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							335.99
GTO AUTO GLASS	011.1046.520000	110.00	DW01506GBYN front windshield	1479060	011.0011186	349697	
	011.1046.590000	65.00	Labor to replace front windshield	1479060	011.0011186	349697	
	011.1046.520000	9.90	Sales Tax	1479060		349697	
							184.90
H&H WHOLESALE PARTS	011.1046.520000	163.64	ACD 65fleet batteries	112615_multiple	011.0011153	349698	
	011.1046.520000	24.00	ACD 65fleet core charge	112615_multiple	011.0011153	349698	
	011.1046.520000	-26.16	ACD 65fleet core return	112615_multiple	011.0011153	349698	
	011.1046.520000	16.89	Sales Tax	112615_multiple		349698	
							178.37
HD SUPPLY WATERWORKS, LTD	011.120010	447.45	Water Distribution Products~	E853343	011.0010832	349699	
							447.45
HDL COREN & CONE	011.1004.596200	9,500.00	Processing: Public Safety Parcel Tax~	22264IN		349700	
	011.1004.596200	6,500.00	Processing: Warehouse Parcel Tax ~	22265IN		349700	
							16,000.00
HINDERLITER DELLAMAS & ASSOC.	011.1004.596200	19,766.27	Audit Sales Tax 4th Qtr 2015	24643IN		349701	
							19,766.27
HOME DEPOT CREDIT SERVICES	011.1033.520000	420.53	Small tools & plumbing hardware~	113015_multiple	011.0010851	349702	
	011.1043.520000	408.17	Tools and plumbing hardware.~	113015_multiple(2)	011.0010852	349702	
	011.1048.520000	963.09	Tools and plumbing hardware.~	113015_multiple(2)	011.0010852	349702	
	011.1049.520000	2,372.02	Tools and plumbing hardware.~	113015_multiple(2)	011.0010852	349702	

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HOME DEPOT CREDIT SERVICES	011.120010	412.40	Tools and plumbing hardware.~	113015_multiple(2)	011.0010852	349702	
							4,576.21
MICHAEL HUGHES	011.1048.596200	100.00	Vernon Housing Commission 12/9/15	120915		349703	
							100.00
IGOE & COMPANY INC.	011.1026.594200	200.00	Administrative Fees	139469		349704	
							200.00
INSIGHT PUBLIC SECTOR, INC	011.4031.850000	416.28	Material No. TGS-3DP: G-Force Sensor /	1100446976	011.0011132	349705	
	011.4031.850000	720.40	Material No. ARB-WV-VC31-C: Back Seat	1100446976	011.0011132	349705	
	011.4031.850000	8,983.46	Material No. ARB-KIT-HD256M24: Pan	1100446976	011.0011132	349705	
	011.4031.850000	910.81	Sales Tax	1100446976		349705	
	011.1031.850000	208.14	Material No. TGS-3DP: G-Force Sensor /	1100447254	011.0011131	349705	
	011.1031.850000	360.20	Material No. ARB-WV-VC31-C: Back Seat	1100447254	011.0011131	349705	
	011.1031.850000	4,491.73	Material No. ARB-KIT-HD256M24: Pan	1100447254	011.0011131	349705	
	011.1031.850000	455.41	Sales Tax	1100447254		349705	
	011.1031.850000	425.32	Material No. CF-SVCARB2EX2Y: ~	1100447469	011.0011131	349705	
	011.1031.850000	286.55	Material No. CF-VCARB2AMA1Y: Arbitrator	1100447469	011.0011131	349705	
	011.4031.850000	850.64	Material No. CF-SVCARB2EX2Y: Arbitrator	1100447470	011.0011132	349705	
	011.4031.850000	573.10	Material No. CF-SVCARB2AMA1Y:	1100447470	011.0011132	349705	
	011.4031.850000	72.88	Material No. CBLMS-F00200: Panasonic	1100448166	011.0011132	349705	
	011.4031.850000	6.56	Sales Tax	1100448166		349705	

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INSIGHT PUBLIC SECTOR, INC	011.1031.850000	36.44	Material No. CBLMS-F00200: Panasonic	1100448168	011.0011131	349705	18,801.20
	011.1031.850000	3.28	Sales Tax	1100448168		349705	
INC JERRY'S AUTO BODY	011.1046.520000	264.00	Paint and material to repair rear bumper	29016	011.0011077	349706	2,470.08
	011.1046.520000	495.25	OEM	29016	011.0011077	349706	
	011.1046.590000	90.00	Sublet work	29016	011.0011077	349706	
	011.1046.590000	1,552.50	Labor to repair and refinish left rear	29016	011.0011077	349706	
	011.1046.520000	68.33	Sales Tax	29016		349706	
LINDA JOHNSON	011.1061.596500	37.02	Enforcement Advisory Council	120915		349707	37.02
JSB FIRE PROTECTION, LLC	011.1033.595200	2,392.71	Fire Protection Services	15211		349708	2,392.71
LANGUAGE LINE SERVICES, INC.	011.1031.594200	23.54	Over the phone interpretation	3716849		349709	23.54
LEADER EMERGENCY VEHICLES	011.1046.520000	23.80	01-084 driver's side electric door	60255	011.0011189	349710	25.94
	011.1046.520000	2.14	Sales Tax	60255		349710	
LEAGUE OF CALIFORNIA CITIES	011.1043.595200	150.00	Assessment Fees	102876		349711	150.00
INC LIBERTY MFG	011.4031.596200	242.95	Range Maintenance	8649		349712	

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							242.95
INC LIFE ASSIST	011.1033.520000	1,567.25	Medical Supplies~	733577	011.0010848	349713	1,567.25
CORP LITTLEJOHN REULAND	020.1084.590000	9,624.61	Engineering Services	47821		349714	9,624.61
LN CURTIS & SONS	011.1033.540000	4,336.56	G-Xtreme Turnout Gear~	137302303	011.0010849	349715	4,336.56
LOPEZ & LOPEZ TIRE SERVICE	011.1046.520000	3,938.47	Tires and repairs.~	112515_multiple	011.0010814	349716	3,938.47
GABRIEL MARTINEZ	011.1031.502030	150.00	Vision Benefits: Child	072415		349717	150.00
	011.1031.502030	150.00	Vision Benefits: Child	120814		349717	150.00
CHADRICK MCGOVNEY	011.1033.502030	200.00	Vision Benefits: Spouse	111715		349718	200.00
INC MIG HOGLE-IRELAND	060.6033.900000	4,643.00	Vendor to prepare an Archaeological	42520	011.0011135	349719	4,643.00
MUELLER SYSTEMS	011.120010	2,760.00	2" Hersey Water Meter~	19840000	011.0011130	349720	2,760.00
	011.120010	248.40	Sales Tax	19840000		349720	248.40
MUNISERVICES, LLC	011.1004.595200	1,875.00	Utility User Tax	39968		349721	1,875.00

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							1,875.00
UPHOLSTERY NICK ALEXANDER REST	011.1046.520000	45.00	Material to reupholster driver's seat	3103	011.0011182	349722	
	011.1046.590000	95.00	Labor to reupholster driver's seat	3103	011.0011182	349722	
	011.1046.520000	4.05	Sales Tax	3103		349722	
	011.1046.520000	45.00	Material to repair driver's side floor	3105	011.0011183	349722	
	011.1046.590000	60.00	Labor to repair driver's side floor mat	3105	011.0011183	349722	
	011.1046.520000	4.05	Sales Tax	3105		349722	
							253.10
LYNDON ONG YIU	011.1060.596500	23.00	Mileage	121415		349723	
							23.00
DANIEL ONOPA	011.1031.502030	10.00	Vision Benefits: Spouse	120815		349724	
							10.00
ORION SAFETY PRODUCTS	011.1031.520000	896.60	Item No. 0730~	249207	011.0011117	349725	
	011.1031.520000	80.69	Sales Tax	249207		349725	
							977.29
LLC PACIFIC PRODUCTS & SERVICE	011.120010	1,030.00	3260-900 2" sq. 14ga. X 10' Perforated	20184	011.0011171	349726	
	011.120010	727.60	3260-901 2-1/2" sq. 7ga. X 30" Heavy	20184	011.0011171	349726	
	011.1043.520000	28.62	Locking Pin, Steel, Zinc Plated	20184	011.0011171	349726	
	011.120010	189.52	Freight	20184	011.0011171	349726	
	011.120010	158.18	Sales Tax	20184		349726	

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LLC PACIFIC PRODUCTS & SERVICE	011.1043.520000	2.58	Sales Tax	20184		349726	
							2,136.50
HEMA PATEL	011.1024.596700	20.00	Mileage	121915		349727	
							20.00
PLUMBING & INDUSTRIAL SUPPLY	011.1049.520000	1,607.35	Plumbing and building hardware~	113015_multiple	011.0010835	349728	
							1,607.35
PREFERRED AERIAL & CRANE	011.1046.590000	200.00	Labor only to perform annual boom	11366	011.0011190	349729	
	011.1046.590000	200.00	Labor only to perform annual boom	11366	011.0011190	349729	
	011.1046.590000	275.00	Labor only to perform annual boom	11366	011.0011190	349729	
	011.1046.590000	200.00	Labor only to perform annual boom	11366	011.0011190	349729	
	011.1046.590000	225.00	Labor only to perform annual boom	11366	011.0011190	349729	
	011.1046.590000	200.00	Labor only to perform annual boom	11366	011.0011190	349729	
	011.1046.590000	275.00	Labor only to perform annual boom	11366	011.0011190	349729	
	011.1046.590000	225.00	Labor only to perform annual boom	11366	011.0011190	349729	
							1,800.00
PROFORMA EXPRESS GRAPHICS	011.1004.520000	671.89	Business License Certificates~	9015600995	011.0011150	349730	
	011.1004.520000	60.47	Sales Tax	9015600995		349730	
							732.36
INC RICHARD P GUESS MD	011.1033.596200	750.00	Medical Director Fees	120515		349731	
							750.00
RUBEN RODRIGUEZ	011.1026.596800	651.24	Tuition Reimbursement	120815		349732	

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							651.24
RUSH TRUCK CENTER OF WHITTIER	011.1046.520000	38.65	fuel drain valve vent~	3000858906	011.0011157	349733	
	011.1046.520000	20.00	Computer set up	3000858906	011.0011157	349733	
	011.1046.590000	287.50	Labor to diagnose and repair	3000858906	011.0011157	349733	
	011.1046.520000	3.48	Sales Tax	3000858906		349733	
							349.63
INC S&A ENGINE	011.1046.520000	3.40	795083 diaphragm / gasket	38227	011.0011159	349734	
	011.1046.520000	2.05	270344 o-ring	38227	011.0011159	349734	
	011.1046.520000	3.05	694394 primer	38227	011.0011159	349734	
	011.1046.520000	2.00	271139 gasket	38227	011.0011159	349734	
	011.1046.520000	41.75	494406 tank	38227	011.0011159	349734	
	011.1046.520000	4.50	Shop materials	38227	011.0011159	349734	
	011.1046.590000	70.00	Labor to diagnose and repair	38227	011.0011159	349734	
	011.1046.520000	5.11	Sales Tax	38227		349734	
							131.86
SANTA FE BUILDING MAINTENANCE	011.1049.590000	6,368.00	Janitorial Services	14388		349735	
							6,368.00
INC SESSY	011.1046.520000	180.00	5331 crc carburetor cleaner	96	011.0011188	349736	
	011.1046.520000	16.20	Sales Tax	96		349736	
							196.20

**CITY OF VERNON
WARRANT REGISTER NO. 1439
JANUARY 5, 2016**

PRINTED CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
SILVA'S PRINTING NETWORK	011.1031.520000	187.90	Emergency Protective Order Forms -	25982	011.0011174	349737	
	011.1031.520000	16.91	Sales Tax	25982		349737	
							204.81
SOUTH BAY FOUNDRY	011.120010	1,800.00	Valve Riser Caps, Special~	156938IN	011.0011006	349738	
	011.120010	162.00	Sales Tax	156938IN		349738	
							1,962.00
STACY MEDICAL CENTER	011.1031.594200	360.00	Pre-Booking Exam	521114330		349739	
							360.00
STATE BAR OF CALIFORNIA	011.1024.596550	1,970.00	Membership Fees: Patel, Byun, Moussa	121515		349740	
							1,970.00
TESTAMERICA LABORATORIES, INC	020.1084.596200	1,433.50	Water Sampling Services: 11/15	113015_multiple		349741	
							1,433.50
THE DATALOK COMPANY	011.9019.560010	168.50	Offsite Back up tape storage~	06090977529	011.0011016	349742	
							168.50
THOMSON REUTERS - WEST	011.4031.520000	972.21	West Information Charges: 11/15	833042785		349743	
							972.21
THOMSON REUTERS	011.1024.596600	387.71	West Information Charges: 11/15	833018483		349744	
							387.71
TLC PET MEDICAL CENTER	011.1031.594200	342.33	Canine Medical Services and Medications	294583	011.0010825	349745	
	011.1031.594200	763.07	Canine Medical Services and Medications	297827	011.0010825	349745	

**CITY OF VERNON
WARRANT REGISTER NO. 1439
JANUARY 5, 2016**

PRINTED CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
							1,105.40
UNIFIRST CORPORATION	011.1043.540000	3,100.49	Uniform Rental	112415_multiple		349746	
	011.1046.540000	73.80	Uniform Rental	112415_multiple		349746	
	011.1047.540000	39.24	Uniform Rental	112415_multiple		349746	
	011.1049.540000	64.44	Uniform Rental	112415_multiple		349746	
	020.1084.540000	166.48	Uniform Rental	112415_multiple		349746	
	011.1043.540000	-2,823.51	Uniform Rental	112415_multiple		349746	
							620.94
PC US HEALTHWORKS MEDICAL GROU	011.1026.597000	96.00	Hep B Vaccinne	2824893ca		349747	
							96.00
LLP VASQUEZ & COMPANY	011.1004.595200	3,000.00	Audit Financial Statements fy 2015	2150899IN		349748	
							3,000.00
VISTA PAINT CORPORATION	011.120010	75.00	On-Line Traffic Fast Dry~	201548311400	011.0011197	349749	
	011.120010	6.75	Sales Tax	201548311400		349749	
							81.75
INC WE-DO EQUIP REPAIR & SUPPL	011.1046.520000	541.20	Complete pump assy.	W106586	011.0011110	349750	
	011.1046.520000	15.95	Inbound freight	W106586	011.0011110	349750	
	011.1046.590000	5.10	Shop supplies	W106586	011.0011110	349750	
	011.1046.590000	8.50	Hazard waste	W106586	011.0011110	349750	
	011.1046.590000	170.00	Labor to diagnose and repair	W106586	011.0011110	349750	

**CITY OF VERNON
WARRANT REGISTER NO. 1439
JANUARY 5, 2016**

PRINTED CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
INC WE-DO EQUIP REPAIR & SUPPL	011.1046.520000	50.14	Sales Tax	W106586		349750	
							790.89
WHITE CAP CONST. SUPPLY	011.120010	776.21	Hardware supplies~	112015_multiple	011.0010837	349751	
							776.21
WILLIAMS DATA MANAGEMENT	011.1003.596200	333.00	Storage Fees	348637		349752	
	011.1003.596200	1,115.87	Storage Fees	349748		349752	
							1,448.87
LLC WITTMAN ENTERPRISES	011.1033.596200	589.04	Billing Services	15010069		349753	
							589.04
TOTAL PRINTED CHECKS							\$ 192,628.78

**CITY OF VERNON
WARRANT REGISTER NO. 1439
JANUARY 5, 2016**

RECAP BY FUND

<u>FUND</u>	<u>WIRE TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>PRINTED CHECK TOTAL</u>	<u>TOTAL</u>
011 - GENERAL	\$ 1,723,409.39	\$ 337,245.69	\$ 174,361.19	\$ 2,235,016.27
020 - WATER	274,261.50	6,926.97	13,624.59	294,813.06
057 - FIBER OPTIC	0.00	5,080.05	0.00	5,080.05
060 - HAZARDOUS WASTE	0.00	0.00	4,643.00	4,643.00
095 - PARCEL TAX	0.00	4,248.43	0.00	4,248.43
GRAND TOTAL	\$ 1,997,670.89	\$ 353,501.14	\$ 192,628.78	\$ 2,543,800.81

TOTAL CHECKS TO BE PRINTED 89



RECEIVED

DEC 29 2015

CITY CLERK'S OFFICE

STAFF REPORT
FINANCE/TREASURY DEPARTMENT

RECEIVED

DEC 29 2015

CITY ADMINISTRATION

KE

DATE: December 28, 2015

TO: Honorable Mayor and City Council

FROM: William Fox, Director of Finance *W. 31*

RE: Light & Power Warrant Register for City Council Agenda of January 5, 2016

It is recommended that the attached Light & Power Warrant Register No. 404 be approved at the City Council meeting of January 5, 2016.

Light & Power Warrant Register No. 404 totals \$5,362,528.10, and covers claims and demands presented during the period of December 08 through December 28, 2015, drawn, or to be drawn, from East West Bank.

The following list details the components of Light & Power Warrant Register No. 404:

1. Ratification of wire transfers totaling **\$5,291,922.51**;
2. Ratification of the issuance of early checks totaling **\$44,264.98**; and
3. Authorization to issue pending checks totaling **\$26,340.61**.



**LIGHT & POWER
WARRANT REGISTER NO. 404
JANUARY 5, 2016**

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof.

William Fox
Director of Finance

Date: _____

This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments except Warrant Numbers:

**LIGHT & POWER
WARRANT REGISTER NO. 404
JANUARY 5, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
CALIFORNIA ISO	055.9200.500150	214,702.50	Initial Charges 11/15	201512013131290			5986	
	055.9200.500210	12,441.52	Initial Charges 11/15	201512013131290			5986	
	055.9200.500190	1,333.64	Initial Charges 11/15	201512013131290			5986	
	055.9200.500170	-2,867.26	Initial Charges 11/15	201512013131290			5986	
						12/07/2015		225,610.40
CALIFORNIA ISO	055.9200.500150	22,495.74	Initial Charges 11/15	201512083131340			5987	
	055.9200.500170	911,895.87	Initial Charges 11/15	201512083131340			5987	
	055.9200.500210	3,378.88	Initial Charges 11/15	201512083131340			5987	
	055.9200.500240	2,349.18	Initial Charges 11/15	201512083131340			5987	
	055.9200.500190	-915.36	Initial Charges 11/15	201512083131340			5987	
	055.9200.500150	-10,385.99	Recalc Charges 11/15	201512083131340			5987	
	055.9200.500170	-6,368.97	Recalc Charges 11/15	201512083131340			5987	
	055.9200.500190	-417.95	Recalc Charges 11/15	201512083131340			5987	
	055.9200.500210	-238.34	Recalc Charges 11/15	201512083131340			5987	
	055.9200.500170	-185.79	Recalc Charges 05/14	201512083131340			5987	

**LIGHT & POWER
WARRANT REGISTER NO. 404
JANUARY 5, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
CALIFORNIA ISO	055.9200.500150	7,599.91	Recalc Charges 05/14	201512083131340			5987	
	055.9200.500190	0.14	Recalc Charges 05/14	201512083131340			5987	
	055.9200.500150	-155.20	Recalc Charges 02/15	201512083131340			5987	
	055.9200.500170	-5,091.14	Recalc Charges 02/15	201512083131340			5987	
	055.9200.500190	0.16	Recalc Charges 02/15	201512083131340			5987	
	055.9200.500150	-14.20	Recalc Charges 12/12	201512083131340			5987	
	055.9200.500170	4.05	Recalc Charges 12/12	201512083131340			5987	
	055.9200.500150	78,565.06	Initial Charges 12/15	201512083131340			5987	
	055.9200.500210	14,271.37	Initial Charges 12/15	201512083131340			5987	
	055.9200.500170	-1,724.03	Initial Charges 12/15	201512083131340			5987	
	055.9200.500190	-485.66	Initial Charges 12/15	201512083131340			5987	
						12/14/2015		1,014,577.73
LLC BICENT (CALIFORNIA) HOOVER	055.9200.500180	-10,934.59	Energy Price Difference	CFD11201501			5988	
	055.9200.500180	235,456.15	Capacity Price Difference	CFD11201501			5988	
	055.9200.500180	44,053.89	Actual Monthly Uprating Credit	CFD11201501			5988	
	055.9200.500150	-7,331.40	CES Costs	CFD11201501			5988	

**LIGHT & POWER
WARRANT REGISTER NO. 404
JANUARY 5, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
						12/18/2015		261,244.05
BICENT (CALIFORNIA) MALBURG	055.9200.500150	63,071.03	Energy Related Payments	11201501			5989	
	055.9200.500180	2,049,208.41	Capacity Payments	11201501			5989	
	055.9200.500150	-4,173.30	Fuel Burden	11201501			5989	
						12/18/2015		2,108,106.14
NATURAL GAS, LLC ELEMENT MARKE	055.9200.500162	184,065.85	Natural Gas	ELM000034			5990	
	055.9200.500162	266,524.57	Natural Gas	ELM000035			5990	
						12/18/2015		450,590.42
INC PETRELLI ELECTRIC	055.9200.500150	123,033.55	Initial Charges	201512153131378 040			5991	
	055.9200.500210	16,462.79	Initial Charges	201512153131378 040			5991	
	055.9200.500170	-17,866.03	Initial Charges	201512153131378 040			5991	
	055.9200.500190	-768.95	Initial Charges	201512153131378 040			5991	
	055.9200.500150	-12,538.10	Recalculation Charges	201512153131378 040			5991	
	055.9200.500170	-5,371.76	Recalculation Charges	201512153131378 040			5991	
	055.9200.500190	-306.08	Recalculation Charges	201512153131378 040			5991	
	055.9200.500210	5.04	Recalculation Charges	201512153131378 040			5991	
	055.9200.500150	-16,625.71	Recalculation Charges	201512153131378 040			5991	

**LIGHT & POWER
WARRANT REGISTER NO. 404
JANUARY 5, 2016**

WIRES

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	WIRE NUMBER	AMOUNT
INC PETRELLI ELECTRIC	055.9200.500170	-1,068.23	Recalculation Charges	201512153131378			5991	
	055.9200.500190	-794.25	Recalculation Charges	201512153131378			5991	
	055.9200.500210	-86.07	Recalculation Charges	201512153131378			5991	
						12/21/2015		84,076.20
EXELON GENERATION COMPANY LLC	055.9200.500180	18,750.00	Energy Purchase 11/15	VERNON00065A			5992	
						12/21/2015		18,750.00
GENON ENERGY MANAGEMENT, LLC	055.9200.500180	18,750.00	Energy Purchase 11/15	PCP12201517238			5993	
						12/21/2015		18,750.00
INC PETRELLI ELECTRIC	055.200400	462,897.25	Capital Labor & Equipment	151113			5994	
	055.200400	620,571.57	Labor & Equipment 11/15	151114			5994	
						12/21/2015		1,083,468.82
TRANS ALTA ENERGY MARKETING	055.9200.500150	18,000.00	Energy Purchase 11/15	9500054417			5995	
						12/21/2015		18,000.00
US DEPARTMENT OF ENERGY	055.9200.500150	29,945.23	Enegy Purchase 11/15	GG1766A1115			5996	
	055.9200.500180	16,119.44	Enegy Purchase 11/15	GG1766A1115			5996	
	055.151000	-44,053.89	Energy Purchase 11/15	GG1766A1115			5996	
						12/21/2015		2,010.78
US BANK CORPORATE	055.9000.596500	100.00	Fuel	112315(30)			5997	

**LIGHT & POWER
WARRANT REGISTER NO. 404
JANUARY 5, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
US BANK CORPORATE	055.9000.596600	353.81	Lodging	112315(30)			5997	
	055.9000.596500	9.00	Taxis & Parking	112315(30)			5997	
	055.8000.596700	581.25	Airfare / Staff	112315(31)			5997	
	055.8000.596700	100.00	Registration / Staff	112315(31)			5997	
	055.8100.570000	101.38	Supplies	112315(31)			5997	
	055.8400.590000	26.89	Supplies	112315(31)			5997	
	055.8000.596700	1,195.00	Training / Staff	112315(31)			5997	
	055.8000.570000	500.00	Vehicle Parts	112315(31)			5997	
	055.9000.596500	386.78	Car Rental	112315(32)			5997	
	055.9000.596500	122.04	Fuel	112315(32)			5997	
	055.9000.596500	182.36	Meals	112315(32)			5997	
	055.9000.520000	1,151.03	Supplies	112315(32)			5997	
	055.9000.596500	9.00	Taxis & Parking	112315(32)			5997	
	055.9000.596700	89.00	Training / Staff	112315(33)			5997	
	055.9200.596500	776.40	Airfare / Staff	112315(34)			5997	
	055.9200.596500	837.68	Lodging / Staff	112315(34)			5997	
	055.9000.596500	85.00	Registration / Staff	112315(34)			5997	
	055.9100.596600	131.35	Supplies	112315(35)			5997	
						12/22/2015		6,737.97
						TOTAL WIRES		\$ 5,291,922.51

**LIGHT & POWER
WARRANT REGISTER NO. 404
JANUARY 5, 2016**

EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
TODD DUSENBERRY	055.9000.596500	35.08	SCPPA Operations Committee	120315		12/10/2015	511794	35.08
ANDREA NEGRETE	055.7100.502030	150.00	Vision Benefits	120815		12/10/2015	511795	202.46
	055.7100.502030	52.46	Vision Benefits	120815(2)			511795	
EFRAIN SANDOVAL	055.9200.596500	259.86	Natural Gas Trading Seminar	120815		12/10/2015	511796	259.86
LABORATORIES, INC SCHWEITZER E	055.9100.900000	4,422.00	5 Port Ethernet Switch ~	24650685979	055.0002345	12/10/2015	511797	4,819.98
	055.9100.900000	397.98	Sales Tax	24650685979			511797	
SHAHRAM SHARIFZADEH	055.9200.596500	209.00	Natural Gas Trading Seminar	120815		12/10/2015	511798	209.00
INC ABSOLUTE SECURITY INTL	055.8100.596200	21,204.13	Unarmed Security Guard Services	2015026743REV		12/15/2015	511799	21,204.13
FEDEX	055.9000.520000	32.19	Service Period: 11/15	524506968		12/15/2015	511800	32.19
INC HAUL AWAY RUBBISH SERVICE	055.8400.596200	157.00	Trash removal services	5BX00215		12/15/2015	511801	1,110.40
	055.8400.596200	953.40	Trash removal services	5BX00216			511801	

**LIGHT & POWER
WARRANT REGISTER NO. 404
JANUARY 5, 2016**

EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
SO CAL EDISON	055.8100.560010	43.04	Service Period: 10/29-12/01	120215			511802	
	055.9200.560010	748.64	Service Period: 11/1-12/1	120215(2)			511802	
						12/15/2015		791.68
SO CAL JOINT POLE COMMITTEE	055.9100.596200	601.51	Operating Expenses	18825			511803	
						12/15/2015		601.51
FEDEX	055.9200.520000	101.30	Service Period: 12/15	525243917			511804	
						12/17/2015		101.30
LB JOHNSON HARDWARE CO #1	055.8400.590000	32.00	Hardware Supplies~	112515_multiple(2)	055.0002290		511805	
						12/17/2015		32.00
POWER PARTNERS INC	055.120010	1,846.92	Polemount Transformer~	681570	055.0002273		511806	
						12/17/2015		1,846.92
ANDREA NEGRETE	055.7100.596500	27.25	Customer Service Training	120315			511807	
						12/22/2015		27.25
CHRISTINA RIVERA	055.7100.596500	47.15	Customer Service Training	120215			511808	
						12/22/2015		47.15
STAPLES ADVANTAGE	055.7100.520000	144.96	Office Supplies~	112815_multiple	055.0002350		511809	
	055.9100.520000	111.08	Office Supplies~	112815_multiple	055.0002350		511809	
	055.9000.520000	18.19	Office Supplies~	112815_multiple	055.0002350		511809	
	055.7100.520000	13.05	Sales Tax	112815_multiple			511809	
	055.9100.520000	10.00	Sales Tax	112815_multiple			511809	
	055.9000.520000	1.62	Sales Tax	112815_multiple			511809	

**LIGHT & POWER
WARRANT REGISTER NO. 404
JANUARY 5, 2016**

EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>	
STAPLES ADVANTAGE	055.9100.520000	145.26	Office Supplies~	120515_multiple	055.0002351		511809		
	055.7100.520000	82.77	Office Supplies~	120515_multiple	055.0002351		511809		
	055.9200.520000	100.08	Office Supplies~	120515_multiple	055.0002351		511809		
	055.9000.520000	110.06	Office Supplies~	120515_multiple	055.0002351		511809		
	055.8100.520000	47.93	Office Supplies~	120515_multiple	055.0002351		511809		
	055.9100.520000	13.07	Sales Tax	120515_multiple			511809		
	055.7100.520000	7.45	Sales Tax	120515_multiple			511809		
	055.9200.520000	9.01	Sales Tax	120515_multiple			511809		
	055.9000.520000	9.91	Sales Tax	120515_multiple			511809		
055.8100.520000	4.31	Sales Tax	120515_multiple			511809			
						12/22/2015		828.75	
UPS	055.8000.590000	125.32	Service Period: 10/23-12/03	120515_multiple			511810		
						12/22/2015		125.32	
WESCO DISTRIBUTION	055.8000.590000	11,000.00	17KV Post Insulator~	600645	055.0002338		511811		
	055.8000.590000	990.00	Sales Tax	600645			511811		
						12/22/2015		11,990.00	
TOTAL EARLY CHECKS								\$	44,264.98

**LIGHT & POWER
WARRANT REGISTER NO. 404
JANUARY 5, 2016**

PRINTED CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
MICHAEL HENDRICKSON	055.8000.596700	82.70	EUCI Transformer Training	121415		511812	82.70
ARMANDO HINOJOS	055.8100.502030	208.99	Vision Benefits: Spouse	120615		511813	
	055.8100.502030	208.99	Vision Benefits	120615(2)		511813	417.98
PITNEY BOWES INC	055.7100.590110	3,564.90	2016 Equipment Maintenance	350594		511814	3,564.90
INC PORT CANAVERAL PWR CONSULT	055.9000.900000	6,000.10	Consulting Services	VERNPVHNOV		511815	
	055.9000.596200	3,580.10	Consulting Services	VERNPVHNOV		511815	9,580.20
SANTA FE BUILDING MAINTENANCE	055.8400.590000	464.00	Janitorial Services 11/15	14387		511816	
	055.9000.590000	1,611.00	Janitorial Services 11/15	14387		511816	2,075.00
SPIEGEL & MCDIARMID, LLP.	055.9000.593200	291.80	Matter No. 05840.001	210208561		511817	
	055.9000.593200	106.25	Matter No. 05840.002	210208561		511817	
	055.9000.593200	1,502.50	Matter No. 05840.003	210208561		511817	1,900.55
LLC V-BAR	055.9000.900000	8,229.28	Meteorological data collection	1511		511818	8,229.28

**LIGHT & POWER
WARRANT REGISTER NO. 404
JANUARY 5, 2016**

PRINTED CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
WEIDMANN ELECTRICAL TECHNOLOGY	055.8000.590000	490.00	Oil Samples~	102215_multiple	055.0002294	511819	
							490.00
TOTAL PRINTED CHECKS							\$ 26,340.61

**LIGHT & POWER
WARRANT REGISTER NO. 404
JANUARY 5, 2016**

RECAP BY FUND

<u>FUND</u>	<u>WIRE TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>PRINTED CHECK TOTAL</u>	<u>TOTAL</u>
055 - LIGHT & POWER	\$ 5,291,922.51	\$ 44,264.98	\$ 26,340.61	\$ 5,362,528.10
GRAND TOTAL	\$ 5,291,922.51	\$ 44,264.98	\$ 26,340.61	\$ 5,362,528.10

TOTAL CHECKS TO BE PRINTED 8



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DEC 29 2015

CITY CLERK'S OFFICE

STAFF REPORT
FINANCE/TREASURY DEPARTMENT

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DEC 29 2015

CITY ADMINISTRATION

KE

DATE: December 28, 2015

TO: Honorable Mayor and City Council

FROM: William Fox, Director of Finance *WJF*

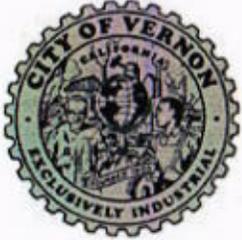
RE: Gas Warrant Register for City Council Agenda of January 5, 2016

It is recommended that the attached Gas Warrant Register No. 192 be approved at the City Council meeting of January 5, 2016.

Gas Warrant Register No. 192 totals \$128,983.79, and covers claims and demands presented during the period of December 08 through December 28, 2015, drawn, or to be drawn, from East West Bank.

The following list details the components of Gas Warrant Register No. 192:

1. Ratification of wire transfers totaling **\$109,005.27**;
2. Ratification of the issuance of early checks totaling **\$13,697.55**; and
3. Authorization to issue pending checks totaling **\$6,280.97**.



**CITY OF VERNON
GAS DEPARTMENT
WARRANT REGISTER NO. 192
JANUARY 5, 2016**

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof.

William Fox
Director of Finance

Date: _____

This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments except Warrant Numbers:

**CITY OF VERNON
GAS DEPARTMENT
WARRANT REGISTER NO. 192
JANUARY 5, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
LLC IBERDROLA ENERGY SERVICES	056.5600.500160	109,005.27	Natural Gas	26709			409	
						12/24/2015		109,005.27
						TOTAL WIRES	\$	109,005.27

**CITY OF VERNON
GAS DEPARTMENT
WARRANT REGISTER NO. 192
JANUARY 5, 2016**

EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>	
INC A-BEST INDUSTRIAL	056.5600.520000	3,881.66	Gas Materials~	IN7463	056.0000348		1363		
	056.5600.520000	1,053.79	Gas Materials~	IN7472	056.0000348		1363		
						12/17/2015		4,935.45	
INC MEASUREMENT CONTROL SYSTEM	056.5600.590000	670.23	Electrical Supplies~	183846	056.0000340		1364		
	056.5600.590000	1,315.87	Electrical Supplies~	184162	056.0000340		1364		
						12/17/2015		1,986.10	
PG&E	056.5600.596700	6,776.00	Training Services: F. Lozano	74949488			1365		
						12/22/2015		6,776.00	
TOTAL EARLY CHECKS								\$	13,697.55

**CITY OF VERNON
GAS DEPARTMENT
WARRANT REGISTER NO. 192
JANUARY 5, 2016**

PRINTED CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
INC INTERSTATE GAS SERVICES	056.5600.596200	6,142.97	Natural Gas 11/15	7021270		1366	6,142.97
UNDERGROUND SERVICE ALERT	056.5600.590000	138.00	New ticket charge	1120150768		1367	138.00
TOTAL PRINTED CHECKS						\$	6,280.97

**CITY OF VERNON
GAS DEPARTMENT
WARRANT REGISTER NO. 192
JANUARY 5, 2016**

RECAP BY FUND

<u>FUND</u>	<u>WIRE TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>PRINTED CHECK TOTAL</u>	<u>TOTAL</u>
056 - NATURAL GAS	\$ 109,005.27	\$ 13,697.55	\$ 6,280.97	\$ 128,983.79
GRAND TOTAL	\$ 109,005.27	\$ 13,697.55	\$ 6,280.97	\$ 128,983.79

TOTAL CHECKS TO BE PRINTED 2



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DEC 29 2015

CITY CLERK'S OFFICE

STAFF REPORT
FINANCE/TREASURY DEPARTMENT

RECEIVED

DEC 29 2015

CITY ADMINISTRATION

KE

DATE: December 28, 2015

TO: Honorable Mayor and City Council

FROM: William Fox, Director of Finance *WJF*

RE: RDA Obligation Retirement Fund Warrant Register for City Council Agenda of January 5, 2016

It is recommended that the attached RDA Obligation Retirement Fund Warrant Register No. 28 be approved at the City Council meeting of January 5, 2016.

RDA Obligation Retirement Fund Warrant Register No. 28 totals \$398.59, and covers claims and demands presented during the period of November 24 through December 28, 2015, drawn, or to be drawn, from East West Bank.

The following list details the components of RDA Obligation Retirement Fund Warrant Register No. 28:

1. Ratification of the issuance of early checks totaling **\$398.59**; and



**RDA OBLIGATION RETIREMENT FUND
WARRANT REGISTER NO. 28
JANUARY 5, 2016**

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof.

William Fox
Director of Finance

Date: _____

This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments except Warrant Numbers:

**RDA OBLIGATION RETIREMENT FUND
WARRANT REGISTER NO. 28
JANUARY 5, 2016**

EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
BEST BEST & KRIEGER LLP	026.1022.593200	398.59	Redevelopment Advice	760403		12/01/2015	63	398.59
TOTAL EARLY CHECKS								\$ 398.59

**RDA OBLIGATION RETIREMENT FUND
WARRANT REGISTER NO. 28
JANUARY 5, 2016**

RECAP BY FUND

<u>FUND</u>	<u>WIRE TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>PRINTED CHECK TOTAL</u>	<u>TOTAL</u>
026 - RDA OBLIGATION RETIREMENT FU	\$ 0.00	\$ 398.59	\$ 0.00	\$ 398.59
GRAND TOTAL	\$ 0.00	\$ 398.59	\$ 0.00	\$ 398.59

TOTAL CHECKS TO BE PRINTED 0

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DEC 29 2015
CITY CLERK'S OFFICE



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DEC 29 2015
CITY ADMINISTRATION
KE

FIRE DEPARTMENT
Michael A. Wilson, Fire Chief
4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811 Fax (323) 826-1407

December 29, 2015

Honorable Mayor and City Council
City of Vernon

Honorable Members:

Attached is a copy of the Vernon Fire Department Activity Report which covers the period of December 1, 2015 through December 15, 2015.

Respectfully Submitted,

Michael A. Wilson
Fire Chief

MAW:ar

: Fireletnow

**VERNON FIRE DEPARTMENT
COMPANY ACTIVITIES
December 1, 2015 to December 15, 2015**

	This Period Last Year	Last Year To Date	This Period	This Year To Date
ACTIVITY TYPE				
<u>FIRE PREVENTION:</u>				
Regular Inspections (#):	3	1251	11	1477
Re-Inspections (#):	15	285	55	420
Spec. Haz. Inspections (#):	4	44	0	43
Total Inspections:	22	1580	66	1940
Total Man Hours:	51	1925	59	2567
 <u>TRAINING (HOURS):</u>				
Firefighting	80	2074	91	2198
Hazardous Materials	29	730	37	721
Safety	135	2804	116	3045
Apparatus Operations	133	2803	130	2930
Equipment Operations	133	2791	132	3009
CPR	1	66	2	30
First Aid	36	665	14	479
Total Hours:	547	11933	522	12412
 <u>PRE-INCIDENT (HOURS):</u>				
Planning	98	1816	94	2034
District Familiarization	94	1910	92	1939
Total Hours:	192	3726	186	3973
 <u>PERIODIC TEST (HOURS):</u>				
Hose Testing	12	32	9	102
Pump Testing	6	16	10	30
Total Hours:	18	48	19	132

PUBLIC SERVICE PROGRAMS (HOURS)

School Programs	5	28	9	52
Fire Brigades	0	6	0	25
Emergency Preparedness	20	272	7	270
Total Hours:	25	306	16	347

ROUTINE MAINTENANCE (HOURS):

Station	124	2706	124	2883
Apparatus	134	2808	131	2911
Equipment	132	2817	131	2993
Total Hours:	390	8331	386	8787
Grand Total Hours:	1223	26269	1188	28218

:Fireactivity



VERNON FIRE DEPARTMENT

Type of Incident Report

Total Incidents: 2015 = 60

December 1, 2015 - December 15, 2015

12/29/2015

INCIDENT TYPE

E ASSAULT VICTIM-D***	1
E CHEST PAIN-D***	2
E DIFFICULTY BREATHING-D***	2
E PSYCH/BEHAVE/SUI ATT-D***	1
E SEIZURE/EPILEPTIC/HIST-D***	1
E SICK PERSON-D***	6
E STABBING-D***	1
E TC BIKE/MOTORCYCLE-D***	2
E TRAFFIC COLLISION-D***	12
E TRAUMATIC INJURIES-D***	5
E UNC PER/FAINTING (NEAR)-D***	1
E UNKNOWN PROBLEM-D***	3
F Arching Wires	1
F Dumpster Fire	1
F Fire Alarm No Reset	4
F Fire Alarm With Reset	1
F Investigation	5
F Smoke	1
F Structure Fire	1
F Vehicle Fire	1
F Water Flow Alarm No Reset	4
F Water Flow Alarm With Reset	3
S Moveup	1

Incident Type	Incident Date	PREVENTION FOLLOW-UP?	Shift
321 EMS call, excluding vehicle accident with inju	12/01/2015 05:27:20	No	
700 False alarm or false call, other	12/01/2015 15:32:31	No	
324 Motor vehicle accident with no injuries	12/01/2015 16:20:17	No	
650 Steam, other gas mistaken for smoke, other	12/02/2015 06:46:20	No	
700 False alarm or false call, other	12/02/2015 11:37:40	No	
611 Dispatched & canceled en route	12/02/2015 17:56:04	No	
154 Dumpster or other outside trash receptacle fir	12/03/2015 04:30:10	No	
743 Smoke detector activation, no fire - unintenti	12/03/2015 08:05:07	No	
311 Medical assist, assist EMS crew	12/03/2015 13:46:58	No	
322 Motor vehicle accident with injuries	12/04/2015 17:13:55	No	
324 Motor vehicle accident with no injuries	12/05/2015 04:02:58	No	
741 Sprinkler activation, no fire - unintentional	12/05/2015 08:28:00	No	
600 Good intent call, other	12/05/2015 10:42:44	No	
321 EMS call, excluding vehicle accident with inju	12/05/2015 14:01:28	No	
311 Medical assist, assist EMS crew	12/05/2015 16:32:11	No	
552 Police matter	12/06/2015 09:56:28	No	
321 EMS call, excluding vehicle accident with inju	12/06/2015 16:33:04	No	
311 Medical assist, assist EMS crew	12/07/2015 00:06:54	No	
324 Motor vehicle accident with no injuries	12/07/2015 05:21:12	No	
321 EMS call, excluding vehicle accident with inju	12/07/2015 09:04:33	No	
321 EMS call, excluding vehicle accident with inju	12/07/2015 12:54:27	No	
900 Special type of incident, other	12/07/2015 16:34:23	No	
652 Steam, vapor, fog or dust thought to be smoke	12/07/2015 17:45:48	No	
321 EMS call, excluding vehicle accident with inju	12/07/2015 21:21:43	No	
251 Excessive heat, scorch burns with no ignition	12/08/2015 08:07:14	No	
322 Motor vehicle accident with injuries	12/08/2015 12:28:28	No	
322 Motor vehicle accident with injuries	12/08/2015 13:17:23	No	
741 Sprinkler activation, no fire - unintentional	12/08/2015 17:20:13	No	
735 Alarm system sounded due to malfunction	12/09/2015 21:22:29	No	
700 False alarm or false call, other	12/10/2015 00:00:08	No	
321 EMS call, excluding vehicle accident with inju	12/10/2015 10:45:30	No	
700 False alarm or false call, other	12/10/2015 16:17:34	No	
611 Dispatched & canceled en route	12/10/2015 17:13:41	No	
740 Unintentional transmission of alarm, other	12/10/2015 20:18:36	No	
321 EMS call, excluding vehicle accident with inju	12/11/2015 04:32:49	No	
322 Motor vehicle accident with injuries	12/11/2015 08:26:42	No	
321 EMS call, excluding vehicle accident with inju	12/11/2015 08:55:32	No	
324 Motor vehicle accident with no injuries	12/11/2015 10:04:14	No	
321 EMS call, excluding vehicle accident with inju	12/11/2015 19:53:38	No	
321 EMS call, excluding vehicle accident with inju	12/12/2015 21:22:00	No	
311 Medical assist, assist EMS crew	12/13/2015 00:01:08	No	
311 Medical assist, assist EMS crew	12/13/2015 00:41:42	No	
321 EMS call, excluding vehicle accident with inju	12/13/2015 10:03:56	No	
311 Medical assist, assist EMS crew	12/13/2015 14:27:15	No	

111 Building fire	12/13/2015 20:12:18	No
571 Cover assignment, standby, moveup	12/13/2015 20:19:13	No
700 False alarm or false call, other	12/13/2015 23:14:45	No
324 Motor vehicle accident with no injuries	12/14/2015 10:36:45	No
700 False alarm or false call, other	12/14/2015 11:57:01	No
311 Medical assist, assist EMS crew	12/14/2015 12:14:13	No
445 Arcing, shorted electrical equipment	12/14/2015 12:28:29	No
311 Medical assist, assist EMS crew	12/14/2015 15:24:08	No
131 Passenger vehicle fire	12/14/2015 17:24:01	No
300 Rescue, EMS incident, other	12/15/2015 03:45:25	No
700 False alarm or false call, other	12/15/2015 06:05:23	No
324 Motor vehicle accident with no injuries	12/15/2015 08:25:42	No
311 Medical assist, assist EMS crew	12/15/2015 13:04:35	No
520 Water problem, other	12/15/2015 17:17:30	No
324 Motor vehicle accident with no injuries	12/15/2015 18:23:30	No
531 Smoke or odor removal	12/15/2015 22:50:22	No



VERNON FIRE DEPARTMENT

Type of Incident Report

Total Incidents: 2014 = 55

December 1, 2014 - December 15, 2014

12/29/2015

INCIDENT TYPE	
[None selected]	1
E ASSAULT VICTIM-D***	1
E CHEST PAIN-D***	1
E FALL VICTIM-D***	1
E HEART ATTACK-D***	1
E PSYCH/BEHAVE/SUI ATT-D***	1
E SEIZURE/EPILEPTIC/HIST-D***	1
E TRAFFIC COLLISION-D***	8
E TRAUMATIC INJURIES-D***	3
E UNC PER/FAINTING (NEAR)-D***	1
E UNKNOWN PROBLEM-D***	5
F Fire Alarm No Reset	8
F Fire Alarm With Reset	3
F Investigation	1
F Natural Gas Leak - Outside	2
F Odor Investigation	1
F Residential Fire	1
F Vehicle Fire	1
F Water Flow Alarm No Reset	8
F Water Flow Alarm With Reset	4
S Moveup	1
S Public Assist	1



VERNON FIRE DEPARTMENT

Type of Incident Report

Total Incidents: 2015 = 1,371

January 1, 2015 - December 15, 2015

12/29/2015

INCIDENT TYPE

Area E Hazmat	1
E ABDOMINAL PAIN-D***	7
E ALLERGIC REACTION-D***	1
E ASSAULT VICTIM/SEXUAL-D***	1
E Assault Victim-B	1
E ASSAULT VICTIM-D***	24
E Auto vs Ped	12
E Back Pain-A	1
E BACK PAIN-D***	7
E CHEST PAIN-D***	36
E Diabetic-C	1
E DIABETIC-D***	7
E DIFF BREATHING/ASTHMA-D***	7
E DIFFICULTY BREATHING-D***	34
E DOA/COLD/STIFF-D**	3
E DOA/NON RECENT-D***	2
E ELECTROCUTION-D***	1
E EYE INJURY/PROB-D***	1
E FALL VICTIM-D***	28
E FALL/JUMPER-D***	1
E Fall/Still on Ground-B	2
E FALL/STILL ON GROUND-D***	1
E GUN SHOT WOUND-D***	1
E HAZMAT/CHEMICAL-D***	1
E HAZMAT/UNKNOWN-D***	1
E HEADACHE-C***	3
E HEART ATTACK-D***	8
E Hemorrhage/Cut-B	2
E HEMORRHAGE/CUT-D***	9
E INGESTION-D***	2

INCIDENT TYPE

E PSYCH/BEHAVE/SUI ATT-D***	16
E PSYCH/BHAV/SUI ATT VIO-D***	2
E SEIZURE/EPILEPTIC/HIST-D***	6
E Seizure-A	1
E SEIZURE-D***	10
E Sick Person-A	2
E Sick Person-C	2
E SICK PERSON-D***	79
E STABBING-D***	1
E Stroke less than 2 hrs-B	1
E STROKE LESS THAN 2 HRS-C***	4
E STROKE-C***	2
E TC AUTO VS PED-D***	1
E TC BIKE/MOTORCYCLE-D***	12
E TC EJECTION-D***	1
E TC OVERTURNED-D***	3
E TC with Trapped People	3
E TRAFFIC COLLISION-D***	222
E Traumatic Injuries-A	1
E Traumatic Injuries-B	3
E TRAUMATIC INJURIES-D***	47
E UNC PER/FAINTING (NEAR)-D***	40
E Unco Per/Fainting (Near)-A	1
E Unknown Problem-B	2
E UNKNOWN PROBLEM-D***	72
F Aircraft Crash	1
F Apartment Fire	4
F Arching Wires	2
F Auto vs Structure	4
F Blown Transformer	1

INCIDENT TYPE

F Commercial Fire	22
F Dumpster Fire	3
F Electrical Short	5
F Fire Alarm No Reset	127
F Fire Alarm With Reset	30
F Fire Reported Out	1
F Gas Spill	1
F Grass Fire	9
F Haz Mat - Full	2
F Hazmat - Smalll	4
F Illegal Burning	2
F Illegal Dumping	1
F Investigation	42
F Natural Gas Leak - Inside	6
F Natural Gas Leak - Outside	2
F Odor Investigation	6
F People Stuck in Elevator	1
F Residential Fire	6
F Rubbish Fire	8
F Sheared Hydrant	2
F Smoke	10
F Strike Team	2
F Structure Fire	14
F Tree Fire	1
F Vehicle Fire	17
F Vehicle Leaking Gas	1
F Vehicle Overturned	7
F Water Flow Alarm No Reset	164
F Water Flow Alarm With Reset	64
F Wires Down	2

INCIDENT TYPE

S Ladder Assist	1
S MONTEBELLO REQUEST	1
S Moveup	31
S Open Hydrant	2
S Public Assist	4
S Special Request	1
S Standby	1
S Water Problem	14
U River Rescue	1
U USAR-B	1



VERNON FIRE DEPARTMENT

Type of Incident Report

Total Incidents: 2014 = 1,224

January 1, 2014 - December 15, 2014

12/29/2015

INCIDENT TYPE	INCIDENT TYPE	INCIDENT TYPE
[None selected]	E Psych/Behave/Sui Att-A	F Dumpster Fire
Area E Hazmat	E Psych/Behave/Sui Att-B	F Electrical Short
E Abdominal Pain-A	E PSYCH/BEHAVE/SUI ATT-D***	F Explosion
E ABDOMINAL PAIN-D***	E SEIZURE/EPILEPTIC/HIST-D***	F Fire Alarm No Reset
E ALLERGIC REACTION-D***	E Seizure/Epileptic/History-A	F Fire Alarm With Reset
E ANIMAL BITE-D***	E Seizure-A	F Fire Reported Out
E ASSAULT VICTIM/SEXUAL-D***	E SEIZURE-D***	F Gas Spill
E ASSAULT VICTIM-D***	E Sick Person-A	F Grass Fire
E Auto vs Ped	E SICK PERSON-D***	F Haz Mat - Full
E Back Pain-A	E STROKE MORE THAN 2 HRS-C***	F Hazmat - Smalll
E BACK PAIN-D***	E STROKE-C***	F Investigation
E Cardiac Arrest/Death-E	E TC AUTO VS PED-D***	F Natural Gas Leak - Inside
E Chest Pain-C	E TC BIKE/MOTORCYCLE-D***	F Natural Gas Leak - Outside
E CHEST PAIN-D***	E TC EJECTION-D***	F Odor Investigation
E DIABETIC-D***	E TC OVERTURNED-D***	F Residential Fire
E DIFF BREATHING/ASTHMA-D***	E TC with Trapped People	F Rubbish Fire
E DIFFICULTY BREATHING-D***	E Traffic Collision-A	F Sheared Hydrant
E FALL VICTIM-D***	E TRAFFIC COLLISION-D***	F Smoke
E FALL/STILL ON GROUND-D***	E Traumatic Injuries-B	F Strike Team
E Gun Shot Wound-A	E TRAUMATIC INJURIES-D***	F Structure Fire
E GUN SHOT WOUND-D***	E Unc Per/Fainting (Near)-C	F Tree Fire
E HAZMAT/BIOLOGICAL-D***	E UNC PER/FAINTING (NEAR)-D***	F Truck/Rail Car Fire
E HAZMAT/CHEMICAL-D***	E Unco Per/Fainting (Near)-A	F Vehicle Fire
E HEADACHE-C***	E UNKNOWN PROBLEM-D***	F Vehicle Leaking Gas
E HEART ATTACK-D***	F Apartment Fire	F Vehicle Overturned
E HEAT EXPOSURE-D***	F Arching Wires	F Water Flow Alarm No Reset
E Hemorrhage/Cut-B	F Auto vs Structure	F Water Flow Alarm With Reset
E HEMORRHAGE/CUT-D***	F Auto vs Train	F Wires Down
E INGESTION-D***	F Blown Transformer	S Ladder Assist
E MATERNITY-D***	F Commercial Fire	S MONTEBELLO REQUEST

INCIDENT TYPE

S Moveup	35
S People Stuck In Elevator	1
S Public Assist	5
S Special Request	1
S Standby	1
S Water Problem	11
U USAR-A	1
U USAR-BELOW GROUND-D***	1

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CITY CLERK'S OFFICE

City of Vernon



POLICE DEPARTMENT

Daniel Calleros, Chief of Police

4305 Santa Fe Avenue, Vernon, California 90058

Telephone (323) 587-5171 Fax (323) 826-1481

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DEC 16 2015

CITY ADMINISTRATION

December 16, 2015

**Honorable City Council
City of Vernon
Vernon, California**

Honorable Members:

Attached are copies of the Vernon Police Department Activity Log and Statistical Summary of Arrest and Activities which cover the period from 12:01 a.m., December 1, 2015 up to and including midnight of December 15, 2015.

Respectfully submitted,

VERNON POLICE DEPARTMENT

**DANIEL CALLEROS
CHIEF OF POLICE**

DC/ar

Exclusively Industrial

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 12/01/2015

Jurisdiction: VERNON

Last Date: 12/15/2015

Department	Complaint Type Description	All Units	Primary Unit
VPD			
	10-6 OFFICER IS 10-6 C7,961,962,10-10, WASH, EQUIPA	128	116
	10-96M 10-96 MARY (MAIL DETAIL)	4	4
	140 SUPPLEMENTAL REPORT	1	1
	20002 NON-INJURY HIT AND RUN	3	2
	20002R NON-INJURY HIT AND RUN REPORT	8	5
	207R KIDNAPPING REPORT	4	1
	211R ROBBERY REPORT	4	2
	211S SILENT ROBBERY ALARM	9	2
	242R BATTERY REPORT	3	2
	273.5 DOMESTIC VIOLENCE	11	2
	415 DISTURBING THE PEACE	9	4
	422R TERRORIST THREATS REPORT	4	2
	459 BURGLARY	5	1
	459A AUDIBLE BURGLARY ALARM	118	59
	459R BURGLARY REPORT	9	5
	459S SILENT BURGLARY ALARM	3	1
	459VR BURGLARY TO A VEHICLE REPORT	6	5
	476R FRAUD REPORT	2	2
	484 PETTY THEFT	17	4
	484R PETTY THEFT REPORT	7	4
	487R GRAND THEFT REPORT	1	1
	586 PARKING PROBLEM	31	24
	594 VANDALISM	1	1
	594R VANDALISM REPORT	5	4
	602 TRESPASS	16	7
	647F DRUNK IN PUBLIC	7	3
	901 UNKNOWN INJURY TRAFFIC COLLISION	4	1
	901T INJURY TRAFFIC COLLISION	17	6
	902T NON-INJURY TRAFFIC COLLISION	83	41
	902TR NON-INJURY TRAFFIC COLLISION REPORT	5	4
	909C TRAFFIC CONTROL	1	1
	909E TRAFFIC ENFORCEMENT	2	2
	909T TRAFFIC HAZARD	6	4
	911 911 MISUSE / HANGUP	6	4
	911A CONTACT THE REPORTING PARTY	14	10
	911NR 911 CALL NO RESPONSE REQUIRED	3	1
	917A ABANDONED VEHICLE	2	2
	920PR LOST PROPERTY REPORT	1	1
	925 SUSPICIOUS CIRCUMSTANCES	44	15
	A459V ATTEMPT AUTO BURGLARY	6	1
	A487R ATTEMPT GRAND THEFT REPORT	2	1
	AB109 PROBATION / PAROLE COMPLIANCE CHECKS	3	1
	ASTVFD ASSIST VERNON FIRE DEPARTMENT	29	10
	BARCK BAR CHECK	2	1
	BOSIG BROKEN SIGNAL OR LIGHT	2	2
	BOVEH BROKEN DOWN VEHICLE	19	12
	CITCK CITATION CHECK	11	8
	CIVIL CIVIL MATTER	9	4

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 12/01/2015

Jurisdiction: VERNON

Last Date: 12/15/2015

Department	Complaint Type	Description	All Units	Primary Unit
VPD	CODE5	SURVEILLANCE/STAKE-OUT	2	2
	COP	COP DETAIL	3	2
	DET	DETECTIVE INVESTIGATION	14	6
	DETAIL	DETAIL	6	5
	DPTAST	DEPARTMENTAL ASSIST	1	1
	DUI CKPT	DUI CHECK POINT	1	1
	FILING	OFFICER IS 10-6 REPORT WRITING	47	46
	FOUND	FOUND PROPERTY REPORT	2	2
	FU	FOLLOW UP	25	14
	GTAR	GRAND THEFT AUTO REPORT	5	4
	HBC	HAILED BY A CITIZEN	14	9
	ID THEFT RPT	IDENTITY THEFT REPORT	1	1
	ILLDPG RPT	ILLEGAL DUMPING REPORT	2	1
	JAILPANIC	TEST THE JAIL PANIC ALARM BUTTON	1	1
	KTP	KEEP THE PEACE	4	1
	LOJACK	LOJACK HIT	1	1
	LPR	LICENSE PLATE READER	2	1
	PANIC ALARM	PANIC ALARM/DURESS ALARM	8	3
	PAPD	PUBLIC ASSIST-POLICE	8	6
	PATCK	PATROL CHECK	124	94
	PDO	PROPERTY DAMAGE ONLY	1	1
	PEDCK	PEDESTRIAN CHECK	37	17
	PLATE	LOST OR STOLEN PLATES REPORT	2	1
	PRSTRAN	PRISONER TRANSPORTED	6	5
	REC	RECOVERED STOLEN VEHICLE	20	8
	RECKLESS DF	RECKLESS DRIVING (23103)	8	3
	REPO	REPOSSESSION	5	5
	RR	RAIL ROAD PROBLEM	1	1
	SPEED	SPEED CONTEST OR SPEEDING (23109)	3	1
	SUICIDE	SUICIDE ATTEMPT	4	1
	TRAFFIC STOI	TRAFFIC STOP	159	122
	UNATTACHED	UNATTACHED TRAILER	5	3
	VCK	VEHICLE CHECK	51	44
	VEH RELEASE	VEHICLE RELEASE	5	5
	VMCVIO	VERNON MUNICIPAL CODE VIOLATION	5	3
	WARRANT	WARRANT ARREST	1	1
	WELCK	WELFARE CHECK	6	3
	WRNTSVC	WARRANT SERVICE	2	2
Department:			1279	823
Overall:			1279	824

VERNON POLICE DEPARTMENT

Police Activity Report

Period Ending: 12/15/15

TRAFFIC COLLISIONS

	<u>NO.</u>
TOTAL	15
NON-INJURY	11
INJURY	4
Pedestrian	
Fatalities	
City Property Damage	4
Hit & Run (Misdemeanor)	3
Hit & Run (Felony)	
Persons Injured	6

PROPERTY RECOVERED

VEHICLES: \$46,000

VEHICLES STORED

Unlicensed Driver	9
Abandoned/Stored Vehicle	18
Traffic Hazard	1

PROPERTY RECOVERED FOR OTHER DEPARTMENTS

VEHICLES: \$45,130

CITATIONS

Citations Iss (Prisoner Release)	6
Citations Iss (Moving)	110
Citations Iss (Parking)	29
Citations Iss (Total)	139
Hazardous	75
Non-Hazardous	35
Other Violations	0

CASES CLEARED BY ARREST

AR15-324	CR15-2089	11364 H&S
AR15-325	CR15-2107	10851(A) PC
AR15-329	CR15-2130	273.5(A) PC
AR15-330	CR15-2151	11377(A) H&S

**VERNON POLICE DEPARTMENT
REPORT FOR PERSONS ARRESTED**

PERIOD ENDING 12/15/15

ADULT FELONY ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
ASSAULT WITH A DEADLY WEAPON			
BURGLARY			
DOMESTIC VIOLENCE	1		1
GRAND THEFT OVER \$400			
GRAND THEFT AUTO	1		1
MURDER			
POSS. CONTROLLED SUBSTANCE			
TERRORIST THREATS			
VEHICLE BURGLARY			
VEHICLE MANSLAUGHTER			
WARRANT (FOREIGN)		1	1
WARRANT (BENCH)			
TOTAL FELONY ARRESTS	2	1	3

ADULT MISDEMEANOR ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
APPROPRIATE LOST PROPERTY			
DOMESTIC VIOLENCE			
DRIVING UNDER THE INFLUENCE	1		1
DRUNK IN PUBLIC			
FALSE DMV DOCUMENT			
PETTY THEFT			
POSS. CONTROLLED SUBSTANCE	1		1
POSS. CONT. SUB PARAPHERNALIA	1		1
RECKLESS DRIVING			
TRESPASSING			
WARRANTS (BENCH/TRFC)	1		1
WARRANTS (FOREIGN)	2		2
TOTAL MISD. ARRESTS	6	0	6

JUVENILES DETAINED --- FELONY AND MISDEMEANOR			
	MALE	FEMALE	TOTAL
BURGLARY			
PETTY THEFT			
VANDALISM			
VEHICLE THEFT			
WARRANTS (BENCH)			
TOTAL JUVENILES DET.	0	0	0

TOTAL FELONY ARRESTS (ADULT) TO DATE: 95

TOTAL MISDEMEANOR ARRESTS (ADULT) TO DATE: 231

TOTAL JUVENILES DETAINED (FELONY AND MISDEMEANOR) TO DATE: 5

TOTAL ARRESTS AND DETAINED JUVENILES (FELONY AND MISDEMEANOR) TO DATE: 331

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 12/01/2015

Jurisdiction: VERNON

Last Date: 12/01/2015

Call Number	Disp	Ten	Received	Caller	Address	Unit Time												
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20151222862																		
1015			12/01/2015 19:46:36	VERIZON WIRELESS 800 451 5242 4														
RPT			925	4925 S BOYLE AV, VERNON														

Department: VPD
 OCA Number: CR20152089
 RMS Juris: CA0197300

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 12/02/2015

Jurisdiction: VERNON

Last Date: 12/02/2015

Call Number	Disp	Ten	Received	Caller	Address	Unit Time						
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart
20151222868												
VI			12/02/2015 01:23:59									
CITE			UNATTACHEDTR		2030 ROSS, VERNON							
RPT												
						VPD	HERRERA,GUSTA	*1L6		01:23:59		02:23:43
						VPD	SWINFORD,PHILL	1L4	01:35:00	01:38:04		01:53:50
20151222875												
RPT			12/02/2015 05:00:04		QUICKWAY TRUCKING							
			GTAR		2929 E 50TH, VERNON							
						VPD	ZOZAYA,OSCAR	*1L7	05:01:36	05:01:39	05:05:52	05:41:59
20151222879												
VI			12/02/2015 07:23:13									
			VCK		E 49TH // HAMPTON, VERNON							
						VPD	GAYTAN,LORENZ	*2L7		07:23:15		07:55:13
20151222882												
CITE	2L7		12/02/2015 08:15:11									
VI			TRAFFIC STOP		E SLAUSON AV // DOWNEY RD, VERNON							
RPT												
						VPD	GAYTAN,LORENZ	*2L7		08:15:11		08:45:16
20151222894												
CITE			12/02/2015 11:23:50									
VI			VCK		3027 FRUITLAND AV, VERNON							
						VPD	GAYTAN,LORENZ	*2L7		11:23:51		11:49:49
20151222896												
CITE			12/02/2015 11:52:06									
VI			VCK		5991 ALCOA AV, VERNON							
						VPD	GAYTAN,LORENZ	*2L7		11:52:06		12:16:31
20151222911												

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 12/03/2015

Jurisdiction: VERNON

Last Date: 12/03/2015

Call Number	Disp	Ten	Received	Caller	Address	Unit Time													
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp				
20151222944	RPT		12/03/2015 06:24:19		S SOTO // LEONIS BL, VERNON														
			20002R																
				VPD	SWINFORD,PHILL			*1L7			06:24:24								06:52:49
				VPD	HERNANDEZ,EDV			1L4			06:28:33								06:52:49
20151222947	RPT		12/03/2015 08:10:53		BCBG														
			902TR		2665 LEONIS BL, VERNON														
				VPD	LUCAS,JASON			*2L4	08:14:02		08:21:03								09:38:09
20151222954	RPT		12/03/2015 09:36:20		ALCOA AV // SLAUSON AV, VERNON														
	VI		TRAFFIC STOP																
	CITE			VPD	GAYTAN,LORENZ			*2L8			09:36:20								10:11:28
20151222957	RPT		12/03/2015 10:12:49		GIFFORD AV // FRUITLAND AV, VERNON														
	VI		VCK																
	CITE			VPD	GAYTAN,LORENZ			*2L8			10:12:49								10:32:55
20151222965	RPT		12/03/2015 11:20:01		SLAUSON // SOTO, VERNON														
	VI		TRAFFIC STOP																
	CITE			VPD	GAYTAN,LORENZ			*2L8			11:20:01								12:25:30
20151222976	RPT		12/03/2015 13:32:46		S SANTA FE AV // 48TH, VERNON														
	VI		TRAFFIC STOP																
	CITE			VPD	MADRIGAL,MARI/			*2L6			13:32:46								14:17:05

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 12/03/2015

Jurisdiction: VERNON

Last Date: 12/03/2015

Call Number	Disp	Ten	Received	Caller	Address	Unit Time												
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20151222976	RPT		12/03/2015 13:32:46															
	VI		TRAFFIC STOP		S SANTA FE AV // 48TH, VERNON													
	CITE					VPD	LUCAS,JASON	2L4	13:33:16	13:33:18	13:35:33							14:10:19

Department	OCA Number	RMS Juris
VPD	CR20152106	CA0197300

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 12/04/2015

Jurisdiction: VERNON

Last Date: 12/04/2015

Call Number	Disp	Ten	Received	Caller	Unit Time							
					Code	Complaint	Address	Dispatch	Enroute	OnScene	Depart	Arrive
			Dep	Officer	Unit							
20151223050												
RPT			12/04/2015 15:53:09	EL TENAMPA								
			ILLDPG RPT	4903 S SANTA FE AV, VERNON								
			VPD	DOCHERTY,MICH	2L8	16:49:11	15:55:53	16:06:29			16:49:14	
							<i>Department</i>	<i>OCA Number</i>			<i>RMS Juris</i>	
							VPD	CR20152112			CA0197300	
20151223055												
VS			12/04/2015 17:12:51	WEST COAST RAGS								
RPT			901T	48TH//ALAMEDA, VERNON								
			VPD	VELASQUEZ,RICH	*2A12		17:14:33	17:16:40				17:57:04
			VPD	MADRIGAL,MARI/	2A11		17:14:42				17:14:59	
			VPD	DOCHERTY,MICH	2L8		17:15:06	17:17:19				17:57:04
20151223056												
REPO			12/04/2015 17:40:29									
RPT			REPO	5333 DOWNEY RD, VERNON								
			VPD	RECORDS BURE/	*RECD							18:15:01
							<i>Department</i>	<i>OCA Number</i>			<i>RMS Juris</i>	
							VPD	CR20152114			CA0197300	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 12/07/2015

Jurisdiction: VERNON

Last Date: 12/07/2015

Call Number	Disp	Ten	Received	Caller	Address	Unit Time					
						Dep	Officer	Unit	Dispatch	Enroute	OnScene
20151223202											
RPT		12/07/2015	05:20:28	VERIZON WIRELESS 800 451 5242 4							
		901T		S SOTO // VERNON AV, VERNON							
				VPD REYNA,JOSE S	*1L12	05:21:37	05:22:27	05:27:27			06:08:21
				VPD ZOZAYA,OSCAR	1L11	05:21:49	05:22:13	05:23:01			06:08:21
									<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>
									VPD	CR20152119	CA0197300
20151223222											
RPT		12/07/2015	08:39:23	HENRY COTO							
		459R		2939 BANDINI BL, VERNON							
				VPD CERDA,PAUL, JR	*2L4	08:42:45					08:57:43
				VPD CERDA,EUGENIO	2L5		08:43:56	08:54:44			10:48:45
				VPD VILLEGAS,RICHA	2L6			10:18:03			10:48:45
				VPD VALENZUELA,FEI	2L7			09:10:18			09:33:42
									<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>
									VPD	CR20152122	CA0197300
20151223227											
REPO		12/07/2015	09:06:59								
		REPO		2100 E 49TH, VERNON							
				VPD RECORDS BUREAU	*RECD						10:04:11
									<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>
									VPD	CR20152120	CA0197300
20151223239											
CITE		12/07/2015	11:00:18								
VI		TRAFFIC STOP		E 52D // SANTA FE AV, VERNON							
				VPD NEWTON,TODD	*M1						11:31:25
				VPD CERDA,EUGENIO	2L5		11:00:35				11:12:10
									<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>
									VPD	CR20152123	CA0197300
20151223256											
RPT		12/07/2015	14:18:41	US TOW							
		FOUND		2119 E 25TH, VERNON							
				VPD CERDA,PAUL, JR	*2L4	14:19:07	14:20:14	14:25:21			14:47:52
									<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>
									VPD	CR20152124	CA0197300
20151223258											
RPT		12/07/2015	15:00:40								
1015		WARRANT		4305 S SANTA FE AV, VERNON							
				VPD MARTINEZ,GABR	*5D31						16:06:31
									<i>Department</i>	<i>OCA Number</i>	<i>RMS Juris</i>
									VPD	CR20152124	CA0197300

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 12/08/2015

Last Date: 12/08/2015

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time											
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20151223289																			
RPT		12/08/2015	03:25:58	902T		SPRINT 866-398-3284	4429 BANDINI BL, VERNON												
						VPD SWINFORD,PHILL	*1L11	03:28:22	03:28:23	03:31:14									04:57:54
						VPD ZOZAYA,OSCAR	1L12			03:41:14				04:14:29					
						VPD ENCINAS,ANTHO	1L8		03:35:37	03:42:01									04:57:54
20151223303																			
CITE		12/08/2015	08:07:22	VI	TRAFFIC STOP		PACIFIC BL // SANTA FE AV, VERNON												
						VPD GAYTAN,LORENZ	*2L6			08:07:22									08:40:14
20151223307																			
RPT		12/08/2015	08:32:07	484R		CARLOS	4721 MAYWOOD AV, VERNON												
						VPD CERDA,EUGENIO	*2L5	08:33:29	08:33:59					09:02:40					
						VPD GAYTAN,LORENZ	2L6			08:40:21				09:02:28					
						VPD MADRIGAL,MARIA	2L7	08:34:08	08:38:37										09:15:57
20151223309																			
RPT		12/08/2015	08:43:55	273.5		US GARMENT	4440 E 26TH, VERNON												
						VPD NEWTON,TODD	*M1	08:44:52	08:47:41	09:04:27				09:36:52					
						VPD CERDA,PAUL,JR	2L4		08:45:07	08:58:00									11:04:53
						VPD CERDA,EUGENIO	2L5			09:37:38				10:34:05					
						VPD MADRIGAL,MARIA	2L7			09:37:41				10:54:29					
						VPD CHAVEZ,JERRY,J	2S2			08:56:57				10:28:07					
						VPD ESTRADA,IGNACI	2XS2			08:49:44				09:44:10					
20151223311																			
CITE		12/08/2015	09:02:09	VI	TRAFFIC STOP		LOMA VISTA AV // DISTRICT BL, VERNON												
						VPD GAYTAN,LORENZ	*2L6			09:02:31									09:37:26
20151223331																			

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 12/08/2015

Jurisdiction: VERNON

Last Date: 12/08/2015

Call Number	Disp	Ten	Received	Caller	Address	Unit Time												
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20151223375	VI		12/08/2015 21:57:12															
	CITE		TRAFFIC STOP		S SANTA FE AV // PACIFIC BL, VERNON													
	SRVD																	
				VPD HERRERA,GUST#		*1L6					21:57:12							22:45:30
				VPD ZOZAYA,OSCAR		1L7	21:57:18				22:01:41							22:45:30

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 12/09/2015

Jurisdiction: VERNON

Last Date: 12/09/2015

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20151223386														
VI			12/09/2015 07:22:03											
CITE		VCK		E 45TH // SEVILLE AV, VERNON										
RPT														
					VPD	GAYTAN,LORENZ	*2L8			07:22:03				07:43:40
20151223388														
RPT			12/09/2015 07:48:46											
VI		TRAFFIC STOP		E 38TH // ROSS, VERNON										
CITE														
					VPD	GAYTAN,LORENZ	*2L8			07:48:46				08:23:35
20151223391														
RPT			12/09/2015 09:44:33											
VI		TRAFFIC STOP		LOMA VISTA // 53RD, VERNON										
CITE														
					VPD	GAYTAN,LORENZ	*2L8			09:44:33				10:15:28
20151223392														
RPT			12/09/2015 09:54:16											
		484		SHOSHO FASHION 2454 E 27TH, VERNON										
					VPD	CHAVEZ,JERRY,J	*2S2	09:54:44	09:55:01	10:10:28			10:15:44	
					VPD	MADRIGAL,MARI/	2L11			10:11:36				11:25:21
					VPD	DOCHERTY,MICH	2L12		10:01:46				10:10:43	
					VPD	WINEGAR,JERRY	2L92		09:55:11	09:59:42			10:16:54	
					VPD	ESTRADA,IGNACI	2XS2			09:57:28			10:16:52	
20151223402														
RPT			12/09/2015 12:28:04											
		594R		ALEX SAJJADIN 2820 LEONIS BL, VERNON										
					VPD	GAYTAN,LORENZ	*2L8	12:30:25	12:30:28				12:31:31	
					VPD	DOCHERTY,MICH	2L12		12:31:29	12:41:14				13:20:24
20151223412														

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 12/13/2015

Jurisdiction: VERNON

Last Date: 12/13/2015

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit	Unit Time								
									Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20151223677	RPT		12/13/2015	10:51:49	459VR	WINDSOR	4533 PACIFIC BL, VERNON										
						VPD CERDA,EUGENIO		*2L12		10:57:30	10:58:41						11:23:17

Department: VPD
OCA Number: CR20152160
RMS Juris: CA0197300

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type General

First Date: 12/14/2015

Jurisdiction: VERNON

Last Date: 12/14/2015

Call Number	Disposition	Ten Code	Received	Unit	Officer	Caller	Complaint	Description
20151223719								
1	RPT		12/14/2015 06:20:49			STEVE	459VR	BURGLARY TO A VEHICLE REPORT
								*1L12 ZOZAYA.OSCAR
20151223721								
2	RPT		12/14/2015 06:56:51			VAZGEN	459R	BURGLARY REPORT
								*2L12
20151223724								
3	VREC		12/14/2015 07:23:54			HANSOLO	REC	RECOVERED STOLEN VEHICLE
								*2L11 CERDA.EUGENIO
20151223741								
4	RPT		12/14/2015 10:12:51				REPO	REPOSSESSION
								*RECD RECORDS BUREAU
20151223751								
5	RPT MET		12/14/2015 12:11:13			CATWALK TO SIDEWALK	SUICIDE	SUICIDE ATTEMPT
								2S2 CHAVEZ.JERRY.JR 2L12 CERDA.PAUL.JR 2L11 CERDA.EUGENIO *2L8 NEWTON.TODD
20151223757								
6	RPT		12/14/2015 14:02:08			RLS LOGISTICS	487R	GRAND THEFT REPORT
								*2L8 NEWTON.TODD
20151223765								
7	RPT		12/14/2015 17:02:56			NEW STAR TOYS	594R	VANDALISM REPORT
								*2L12 CERDA.PAUL.JR

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 12/15/2015

Jurisdiction: VERNON

Last Date: 12/15/2015

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time												
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20151223783																				
VREC			12/15/2015	01:12:01			2181 E 25TH, VERNON													
			REC																	
								VPD SWINFORD,PHILL	*1L4				01:12:01							02:26:00
								VPD HERRERA,GUST#	1L6				02:00:27							02:26:01
20151223787																				
RPT			12/15/2015	03:43:47			S SOTO // VERNON AV, VERNON													
VS			901T																	
								VPD HERRERA,GUST#	*1L6	03:45:14		03:45:33	03:46:38							04:32:23
								VPD SWINFORD,PHILL	1L4			03:45:31	03:46:41							04:32:23
								VPD ENCINAS,ANTHO	1L5			03:51:15	03:56:18							04:25:41
								VPD ZOZAYA,OSCAR	1L7			03:46:01	03:46:50							04:32:00
20151223793																				
RPT			12/15/2015	06:12:39			AT&T MOBILITY 800 635 6840 4													
			PDO				4280 MAYWOOD AV, VERNON													
								VPD ZOZAYA,OSCAR	*1L7			06:17:37	06:20:37							06:47:44
20151223794																				
RPT			12/15/2015	06:15:58			STEVE													
			484R				3250 SACO, VERNON													
								VPD SWINFORD,PHILL	*1L4	06:18:33		06:18:39	06:23:44							06:42:28
								VPD HERRERA,GUST#	1L6			06:28:38	06:32:10							06:42:24
20151223797																				
RPT			12/15/2015	07:13:53			2360 E VERNON AV, VERNON													
CKOK			PATCK																	
								VPD CERDA,EUGENIO	*2L12			07:14:26	07:19:28							09:20:52
								VPD CHAVEZ,JERRY,J	2S2			08:45:08	08:45:27							09:15:59
								VPD PEREZ,NICK	5D30				08:57:34							09:16:04
20151223803																				

RECEIVED

DEC 15 2015

CITY CLERK'S OFFICE



RECEIVED

DEC 14 2015

CITY ADMINISTRATION

A handwritten signature in black ink, enclosed in a circle.

STAFF REPORT
PUBLIC WORKS, WATER & DEVELOPMENT SERVICES
DEPARTMENT

DATE: January 5, 2016

TO: Honorable Mayor and City Council

FROM: Samuel Kevin Wilson, ^{SKW} Director of Public Works, Water & Development Services Department
Originator: Alfonso Hernandez, ^{AH} Permit Technician
Cynthia Mireles, ^{AK/CM} Permit Technician

RE: MONTHLY BUILDING DEPARTMENT REPORT

Enclosed herewith is the Monthly Building Report for the month of November 2015. Thank you.



**City of Vernon
Building Department
Monthly Report from 11/1/2015 to 11/30/2015**

Type	Value	# of Permits
Demolition	\$5,000.00	1
Electrical	\$543,092.00	9
Industrial - New	\$7,545,507.70	1
Industrial - Remodel	\$394,504.00	4
Mechanical	\$381,560.00	6
Miscellaneous	\$904,642.00	13
Plumbing	\$337,350.00	8
Roof	\$458,200.00	7
<hr/>		
November 2015 TOTALS PERMITS:	\$10,569,855.70	49
PREVIOUS MONTHS TOTAL	\$61,027,188.00	670
YEAR TO DATE TOTAL	\$71,597,043.70	719
<hr/>		
November 2014 TOTALS PERMITS:	\$5,104,401.00	127
PREVIOUS MONTHS TOTAL	\$53,460,521.00	1043
PRIOR YEAR TO DATE TOTAL	\$58,564,922.00	1170



Samuel Kevin Wilson

Director of Public Works, Water & Development Services



**City of Vernon
Building Department
Major Projects from 11/1/2015 to 11/30/2015
Valuations > 20,000**

Permit No.	Project Address	Tenant	Description	Job Value
Electrical				
B-2015-0497	5525 SANTA FE AVE APN 6308017043		Electrical for Solar panel system installation, rooftop, commercial.	\$175,000
B-2015-0301	4490 AYERS AVE APN 6304001023	New building	Ground up industrial - lighting and power	\$336,242
2	Record(s)			\$511,242.00
Industrial - New				
B-2015-0102	4490 AYERS AVE APN 6304001023	New Building	Ground up new concrete tilt up warehouse with office mezz. 94,769 sq. ft.	\$7,545,507.70
1	Record(s)			\$7,545,508.70
Industrial - Remodel				
B-2015-0701	3170 SLAUSON AVE APN 6310027037		1) Sawcut new storefront opening in concrete wall (14'x9') 2) New 3 ton HVAC unit on the roof.	\$40,000
B-2015-0676	2309 38TH ST APN 6302014013		New boiler room structure and foundation	\$343,504
2	Record(s)			\$383,504.00
Mechanical				
B-2015-0403	5970 ALCOA AVE APN 6310027039		Installation of Spiral Freezer Refrigeration equipment	\$200,000
B-2015-0122	2615 FRUITLAND AVE APN 6308003014		New HVAC Units (8) and duct work	\$40,000
B-2015-0302	4490 AYERS AVE APN 6304001023	New building	Warehouse & office ventilation (5) HVAC Units (5) Exhaust Fans	\$115,560
3	Record(s)			\$355,560.00
Miscellaneous				
B-2015-0496	5525 SANTA FE AVE APN 6308017043		Solar system installation, rooftop, commercial.	\$525,000
B-2015-0638	2939 BANDINI BLVD APN 6303002020		Fixed garment racks. Hanging and storage racks.	\$55,232
B-2015-0712	3270 WASHINGTON BI APN 5169022005		5,600 CY of soil to be excavated and replaced for site remediation	\$238,000
B-2015-0468	5251 SANTA FE AVE APN 6308016041		INT. ADA Upgrades, Ramp for disable access	\$20,000
4	Record(s)			\$838,232.00

Permit No.	Project Address	Tenant	Description	Job Value
Plumbing				
B-2015-0700	2901 FRUITLAND AVE APN 6303029016		Storm drain piping	\$150,000
B-2015-0300	4490 AYERS AVE APN 6304001023	New building	FW B-2015-0446 Plumbing for new building and landscape piping	\$139,000
B-2015-0777	3636 26TH ST APN 5192025002		New (2) restrooms, (1) mop sink, (1) water heater for new building	\$21,000
3	Record(s)			\$310,000.00
Roof				
B-2015-0735	2959 50TH ST APN 6303024007		remove existing roof down to substrate (2x6 T.G.) Install spry foam roof systems.	\$63,000
B-2015-0720	1946 46TH ST APN 6308014032		Tear off existing. install 4-ply BUR GAF cap sheet. CRRC#0656-0002.	\$160,000
B-2015-0764	4713 DISTRICT BLVD APN 6304020029		Re-roof	\$70,000
B-2015-0765	4685 DISTRICT BLVD APN 6304020032		Re-roof	\$100,000
B-2015-0747	2731 SOTO ST APN 6302001044		Remove existing torch roof system	\$41,000
5	Record(s)			\$434,000.00
20	Permit(s)		Total Valuation:	\$10,378,046.70


Samuel Kevin Wilson

Director of Public Works, Water & Development Services



**City of Vernon
Building Department
New Buildings Report - November 2015**

4490 Ayers Ave.
Inside Redevelopment Area
94,769 Sq. Ft.



Samuel Kevin Wilson

Director of Public Works, Water & Development Services



City of Vernon
Building Department
Demolition Report - November 2015

NONE



Samuel Kevin Wilson

Director of Public Works, Water & Development Services



**City of Vernon
Building Department
Status of Certificates of Occupancy Requests
Month of November 2015**

Request for Inspection	22
Approved	13
Pending	291
Temporary Occupancies	26



Samuel Kevin Wilson

Director of Public Works, Water & Development Services

City of Vernon
Certificate of Occupancy
Applications Date From 11/1/2015 to 11/30/2015

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
Certificate of Occupancy						
	C-2015-0255	2962 54TH ST APN 6310010012	Daniel's Moving and Storage	Shipping and receiving warehouse	\$689	35000
	C-2015-0256	4700 48TH ST APN 6304015007	Call Logistic Inc.	Warehouse general	\$689	10000
	C-2015-0257	2390 48TH ST APN 6308015043	KKGM	Women's clothing office/warehouse	\$689	14458
	C-2015-0258	4560 50TH ST APN 6304013016	Golden Bell dba Jc Flowers	Wholesale flowers	\$689	30000
	C-2015-0259	2600 SOTO ST APN 6303003018	Homessentials Corp.	Office use	\$300	100
	C-2015-0260	2801 VERNON AVE APN 6302020042	Vernon Sales Inc.	Warehouse general	\$689	50000
	C-2015-0261	4726 26TH ST APN 6332001003	Make Up S. He, Inc.	Cosmetic	\$689	10069
	C-2015-0262	2832 S ALAMEDA ST APN 6302009030	Soofer Co., Inc.	Wholesale and Distribution od cold and dry foods	\$689	10000
	C-2015-0263	2468 26TH ST APN 6302004012	AMN Real Estate Holdings	Warehouse and Distribution	\$689	21133
	C-2015-0264	2833 LEONIS BLVD. APN 6303022004	Pro World, Inc.	Office use	\$300	955
	C-2015-0266	4515 48TH ST APN 6304019010	Divinity International, Inc.	Distribution and warehousing of apparel	\$689	8000
	C-2015-0267	2045 45TH ST APN 6308013036	LAT, LLC	Storage of clothing	\$689	15255
	C-2015-0268	2202 ANDERSON ST APN 6308019022	New Clothing Co., LLC	Manufacturing mens and womens apparel	\$689	17477
	C-2015-0269	2801 46TH ST APN 6303014016	Fashion Nova	Wholesale	\$940	120960
	C-2015-0270	3839 SANTA FE AVE APN 6302015018	Royal Street Communication	Cell site	\$200	1000
	C-2015-0271	3155 BANDINI BLVD APN 6303001008	CA Liquidators LLC	Warehouse general	\$815	70000
	C-2015-0272	2030 ROSS ST APN 6302011016	United Parcel Services Inc.	Parking lot	\$300	100
	C-2015-0273	2065 ROSS ST APN 6302011014	United Parcel Services Inc.	Parking lot	\$300	100
	C-2015-0274	3575 ROSS ST APN 6302011016	United Parcel Service	Parking lot	\$300	100
	C-2015-0275	2920 ROSS ST APN 6302010006	United Service Inc.	Parking lot	\$300	100

C-2015-0276	4726 EVERETT CT APN 6304025009	Damoa Textile, Inc.	Manufacture fabrics.	\$689	20000
C-2015-0277	2528 SANTA FE AVE APN 5168026001	Best Fit Finishing	Sample and finsh garment	\$300	4000

22 Record(s)

Total for Certificate of Occupancy: \$12,323.00 438,807.00

22 Permits(s)

Total Fees Paid \$12,323.00

City of Vernon
Certificate of Occupancy
Issued Date From 11/1/2015 to 11/30/2015

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
Certificate of Occupancy						
11/02/2015	COO-002-749	2529 Chambers St APN 6308-008-011	U.S. Punching & Emb., Co.	Manufacturing of garments/embroidering	\$200	3,200
11/02/2015	COO-002-804	4424 49th St APN 6304-026-010	Arely's Furniture, Inc.	Manufacturing of furniture	\$295	8,850
11/02/2015	COO-002-867	1951 Vernon Ave APN 6302-017-043	Rivve Works, Inc.	Warehousing of furniture	\$420	12,000
11/02/2015	COO-003-274	5100 Boyle Ave APN 6303-028-014	Protein, LLC	Processing of pet food protein	\$275	24,287
11/02/2015	COO-003-299	3575 Ross St APN 6302-011-016	J C Fits Inc.	Manufacturing of garments/cutting	\$220	13,760
11/02/2015	COO-003-337	2300 27th St APN 6302-007-033	Genx Clothing, Inc.	Office use	\$200	3,200
11/02/2015	COO-003-350	4201 Charter St APN 6304-021-015	Shebah & Bethel, Inc.	Garment design	\$200	10,000
11/02/2015	COO-003-390	4333 Bandini Blvd APN 5243-019-013	Clorox Manufacturing Company	Manufacturing of bleach	\$200	133,000
11/02/2015	COO-003-457	4428 Pacific Blvd APN 6308-007-018	Casanueva Corp.	Warehousing general merchandise	\$205	10,968
11/02/2015	COO-003-562	2856 54th St APN 6310-010-012	A & B Wholesale	Warehousing of general merchandise	\$200	7,500
11/02/2015	COO-003-715	2301 38th St APN 6302-014-016	G B Y Corp.	Manufacturing of garments/cutting	\$300	4,200
11/02/2015	C-2015-0166	3305 Bandini Blvd. APN 6303-001-005	Rainfield Ranches LP	Receive and ship produce	\$689	12,550
11/09/2015	C-2015-0241	4425 Soto St. APN 6308-001-020	Ten Thirty One Productions, LLC	Warehousing of seasonal sets	\$689	11,852
13 Record(s)				Totals for Certificate of Occupancy:	\$4,093.00	255,367
13 Permits					Total Fees Paid:	\$4,093.00

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DEC 29 2015

CITY CLERK'S OFFICE



STAFF REPORT

CITY ADMINISTRATION

DATE: January 5, 2016

TO: Honorable Mayor and City Council

FROM: Kristen Enomoto, Deputy City Administrator *KE*

RE: Continuation of December 15, 2015 City Council Agenda Item Relating to a Proposed One-Year Professional Services Agreement with John Van de Kamp of Mayer Brown LLP to Serve as Special Advisor to the City of Vernon

Background

At the December 15, 2015 City Council meeting, in response to a request made by one of the council members, the then current City Administrator presented a recommendation relating to the expiration of Mr. Van de Kamp's current contract.

The City Council held some discussion on the matter, received feedback from City staff and audience members, including Mr. Van de Kamp, and requested the matter be continued to the January 5, 2016 City Council meeting.

During the comment period, Mr. Van de Kamp requested that a copy of his current contract be provided to the City Council for review, and said copy is attached hereto.

The original staff report provided for the December 15, 2015 agenda is also attached.

Attachment(s)

1. City Administration Staff Report dated December 15, 2015
2. Mayer Brown (John Van de Kamp) Engagement Letter dated May 18, 2012

ATTACHMENT 1



STAFF REPORT

CITY ADMINISTRATION

DATE: December 15, 2015

TO: Honorable Mayor and City Council

FROM: Mark C. Whitworth, City Administrator
Originator: Kristen Enomoto, Deputy City Administrator

RE: Proposed One-Year Professional Services Agreement with John Van de Kamp of Mayer Brown LLP to Serve as Special Advisor to the City of Vernon

Recommendation

- A. Find that approval of the agreement proposed in this staff report is exempt from the California Environmental Quality Act ("CEQA"), in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and
- B. Approve, in concept, a proposed Professional Services Agreement with John Van de Kamp of Mayer Brown LLP to serve as Special Advisor to the City of Vernon for a period of one year, effective February 15, 2016.
- C. Provide direction and authorization to the City Administrator to negotiate the specific scope and terms of the proposed agreement with Mr. Van de Kamp, and present a final recommendation regarding such an agreement to City Council prior to February 15, 2016.

Background

John Van de Kamp was originally engaged by the City in February 2011, at the outset of the good governance reforms, to serve as Independent Ethics Advisor to the City of Vernon for an initial term of one year. The scope of that engagement included: (1) assessments of and recommendations regarding ongoing compliance with the Political Reform Act, Government Code Section 1090, Brown Act, Public Records Act, and any other provisions of law governing conflicts of interest and/or transparency in government; and (2) recommendations to the City reasonably designed to improve and enhance the existing practices, procedures, and policies governing conflicts of interest and open government of the City, its departments, divisions, and governing bodies. The initial agreement also required Mr. Van de Kamp to issue an initial report of his findings and recommendations in July 2011, and a follow-up report in January 2012, with

time in between for the City Administrator and City Council to review and implement, or otherwise respond to, all initial findings and recommendations.

As many of the earliest good governance reforms took shape, a need for a four-year Independent Reform Monitor to observe and continue reporting on and making recommendations related to the reform process was identified, and ultimately determined and upheld by a landslide vote of the City's electorate in November 2011. As a result, the City entered into a new engagement with Mr. Van de Kamp to serve as the City's Independent Reform Monitor for a period of four years commencing February 15, 2012. The scope of the four-year contract mirrored that of the initial one-year contract, with the additional responsibility of reviewing and making further recommendations related to recommendations previously submitted as the Independent Ethics Advisor in July 2011, and to those submitted by Senator Kevin de Leon in August 2011.

Mr. Van de Kamp was selected, initially and subsequently, by virtue of his unassailable reputation for ethics and good governance practices derived from his notable work as a lawyer and his noted political career as California Attorney General and Los Angeles County District Attorney. Mr. Van de Kamp's professional attributes and unquestioned integrity were highly valued by the City and solidly endorsed by powerful political figures sharply scrutinizing the City.

Proposed New One-Year Agreement

With the upcoming expiration of Mr. Van de Kamp's current contract as the City's Independent Reform Monitor, there has been much discussion about what the appropriate next steps may be. At the December 1, 2015 City Council meeting, one of the council members requested that City Administration present its recommendation relating to the expiration of Mr. Van de Kamp's current contract at the December 15, 2015 meeting.

After careful consideration of the factors described below, I recommend the City engage Mr. Van de Kamp as Special Advisor to the City for a period of one year, commencing February 15, 2016. Should the Council concur with this recommendation, I will also seek direction and authorization to negotiate the specific scope and terms of the proposed agreement with Mr. Van de Kamp, and present a final recommendation regarding such an agreement to City Council prior to February 15, 2016.

Mr. Van de Kamp has served an integral role in the City's good governance reform process, both as the Independent Ethics Advisor and as the Independent Reform Monitor. Mr. Van de Kamp's biannual reports, issued each January and July, served to both inform and reassure all interested parties, including but not limited to members of the State Legislature, members of Vernon's business and residential communities, elected officials and members of Vernon's neighboring communities, and Vernon City staff and consultants, of the City's progress on and unyielding commitment to over 150 good governance reform measures over the course of the last five years.

The very long and comprehensive reform process culminated earlier this year with the completion of the most vital reform measure recommended – the grand opening of Vernon Village Park, a privately-owned, 45-unit, LEED Silver apartment complex for low-income residents – which effectively doubled the City's population. As I mentioned during the December 1, 2015 City Council meeting, the City (in the largest and most inclusive sense) has

much to be immensely proud of in the way of its accomplishments and transformation, including but in no way limited to, new boards and commissions that expand and heighten stakeholder engagement, new purchasing and contracting policies that foster open competition to responsibly achieve lower costs for goods and services, a new merit-based personnel system that features up-to-date employment policies and practices, a balanced budget each fiscal year and a recent bond restructuring that smoothed existing long-term debt to provide greater electric rate stability and predictability, and the establishment of the Vernon CommUNITY Fund, which provides grants to worthy non-profits in the “Vernon Area” through an appointed seven-member Grant Committee.

It seems the independent reform monitor process has served its purpose thoroughly and effectively, and very well to boot, much to the credit of Mr. Van de Kamp and the Vernon City Council. With all of the reforms completed or well established, the City and all its stakeholders now have a very solid foundation upon which to continue to grow and thrive, and from which the City can effectively and responsibly address new and ongoing challenges and issues that all cities face, like how to continue to fund retirement obligations and OPEB liabilities, and the careful selection of highly qualified successors to key positions, including City Administrator. If the Independent Reform Monitor role continues under its current construct, it may inaccurately message to onlookers near and far, that the City’s reform process is unfinished and in need of continued direct oversight. Further, it may create a misperception that the City Council is not able to effectively govern itself and the City.

In order to allow my successor to begin his or her term with the knowledge that the reform process I initiated has been successfully completed, I recommend the Independent Reform Monitor process draw to a close on or around February 14, 2015, as scheduled. I and the rest of the City staff will continue to work diligently to fully close out the reform process.

For the sake of continuity and to help ensure that Vernon continues to forge ahead and build upon the solid foundation it has created through the reforms, I believe the City would be well served to have Mr. Van de Kamp onboard for another year in the capacity of Special Advisor to the City to assist with the “leadership transition planning process” outlined in another staff report on the December 15, 2015 City Council agenda, and other transitional or general matters that may come up as the City continues to stand more and more firmly on its own two feet.

Fiscal Impact

Any fiscal impact associated with the contract proposed in this staff report will be determined once specific terms are identified and presented.

Attachment(s)

None.

ATTACHMENT 2

MAYER • BROWN

Mayer Brown LLP
350 South Grand Avenue
25th Floor
Los Angeles, California 90071-1503

Main Tel +1 213 229 9500
Main Fax +1 213 625 0248
www.mayerbrown.com

John K. Van de Kamp
Direct Tel +1 213 229 9511
Direct Fax 213/576-8116
jvanderkamp@mayerbrown.com

May 18, 2012

Attn: City Administrator
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

Re: Representation by Mayer Brown LLP

Dear Mr. Whitworth:

We are pleased that you have asked John Van de Kamp and his firm, Mayer Brown LLP, a limited liability partnership established in the United States (the "Firm"), to serve as an Independent Reform Monitor (the "Monitor"). With this letter, we provide you with an explanation of the representation and address (1) identification of our client; (2) scope of our engagement; (3) conflicts of interest; and (4) fees, expenses and other charges. This letter, the Standard Terms of Engagement that are attached as Exhibit A, and the attached Schedule of Non Fee Charges to Clients govern our relationship.

1. *Client.* This engagement does not create an attorney-client relationship with the City of Vernon or any of its representatives or employees, although Mayer Brown's costs of representation will be reimbursed by the City of Vernon for payment to Mayer Brown.

2. *Scope of Engagement.* John Van de Kamp and Mayer Brown are engaged as an Independent Reform Monitor to: (a) Assess and make recommendations regarding ongoing compliance with the Political Reform Act of 1974, Government Code Section 1090, Brown Act, Public Records Act and any other provisions of law governing conflicts of interest and/or transparency in government; (b) make recommendations to the City reasonably designed to improve and enhance the existing practices, procedures and policies governing conflicts of interest and open government of the City, its departments, divisions, and governing bodies, and (c) to review the City's governance reform measures and initiatives, and recommend measures and initiatives in the best interest of the City.

The term of this agreement shall be for the period beginning May 14, 2012, and ending February 15, 2016 subject to the termination provisions set forth in paragraph 5 herein.

Other than the Monitor's role as Vernon's Independent Ethics Advisor ending February 15, 2012, the Monitor has had no pre-existing relationship with the City of Vernon and shall satisfy himself that he can be effective and impartial in the performance of the Monitor's duties. The Monitor is, and shall remain at all times, an independent third-party, not an employee or agent of the City of Vernon, and shall conduct his affairs accordingly. The Monitor shall

Attn: City Administrator
May 18, 2012
Page 2

perform his or her duties in a professionally independent and objective fashion, as appropriate to the nature of the engagement.

The Monitor's duties and authority, and the obligations of the City of Vernon with respect to the Monitor, are set forth below. All provisions defining the Monitor's jurisdiction, powers, oversight authority and duties shall be broadly construed.

The Monitor shall:

a. Review and evaluate the effectiveness of the City of Vernon's internal controls, record-keeping, internal audit, and existing or new reporting policies and procedures with respect to the Political Reform Act of 1974, Government Code Section 1090, Brown Act, Public Records Act and conflict of interest requirements.

b. Review and evaluate from a legal perspective the effectiveness of the City of Vernon's policies and procedures relating to reimbursement of expenses and payment of invoices to any individual affiliated with the City or the City Council, including City employees, and shall make recommendations to the City regarding such policies.

c. Review and evaluate from a legal perspective the effectiveness of the City of Vernon's policies for selecting, engaging and paying consultants, including the City of Vernon's conflict of interest policies. The Monitor shall review the structure and content of the City of Vernon's current consulting agreements, and payments made to consultants thereunder. The Monitor shall also review any consulting agreements proposed during the term of this agreement and recommend any alterations necessary to ensure the proposed consulting agreement complies with all policies and procedures.

d. Review and evaluate from a legal perspective whether the City of Vernon has adequate and appropriate policies pertaining to ethics and conflicts of interest. The Monitor shall evaluate the extent of existing training and education and, where the Monitor deems appropriate, make recommendations regarding additional training and education relating to ethics and conflicts of interest.

e. Review the implementation of the measures recommended by the Independent Ethics Advisor on July 29, 2011 and January 31, 2012, and those recommended by Senator Kevin de Leon on August 22, 2011 and make recommendations regarding their implementation and such other measures which may be called for which are in the best interest of the City.

The City of Vernon will cooperate fully with the Monitor. To that end, the City of Vernon shall provide the Monitor with access to all non-privileged information, documents, and records that relate to the responsibilities of the Monitor. The City of Vernon will further provide the Monitor with access to all employees, consultants or Monitors and shall encourage full cooperation with the Monitor.

Attn: City Administrator
May 18, 2012
Page 3

The City of Vernon shall not be obligated to provide the Monitor with materials or information protected by the attorney-client privilege or work product doctrine. The Monitor shall where necessary take appropriate steps to maintain the confidentiality of any information entrusted to him. The Monitor will undertake to avoid disruption of the City of Vernon's ordinary operations.

The Monitor shall have the power to conduct audits of all city operations and budgets as well as the power to review any proposed service contract that is substantial in nature.

The Monitor may, at the City of Vernon's expense, select and hire outside legal counsel, consultants, investigators, auditors, experts or other professionals to work under his direction for the proper discharge of the Monitor's duties. Before retention, the Monitor shall provide to the City Administrator a notice of the retention and a proposed budget for their retention. The City Administrator shall not withhold reasonable retention requests: if the City Administrator and/or the City Council finds such requests unreasonable, such findings shall be communicated to the Monitor no later than 15 days after submission of the retention and the budget proposal, and permit the Monitor to submit an alternative proposal.

On or before July 31, 2012, the Monitor shall issue an written report to the City Administrator and City Council and the state legislature detailing the Monitor's findings and recommendations, if any, designed to improve the City of Vernon's internal controls, policies and procedures. The Monitor shall issue such a report every 6 months, i.e., shall be issued by January 31 and July 31 of each year of this contract.

Within forty-five (45) days after receiving the reports, the City Administrator and City Council shall advise the Monitor in writing of any recommendations that the City Administrator and City Council consider unduly burdensome, impractical, costly or which would otherwise impair the day-to-day operation of the City. With respect to any recommendation made by the Monitor that is not adopted by the City Administrator and City Council, the City Administrator and City Council shall propose in writing an alternative policy, procedure or system designed to achieve the same objective or purpose.

The Monitor shall undertake follow-up reviews during the term of this retention as reasonably deemed necessary and appropriate.

In order for the Monitor to fulfill his obligation, the City Administrator shall provide adequate office space for the Monitor and his staff to conduct its on site work.

The Monitor's assignment may be expanded at the express direction of the City of Vernon's City Administrator and/or City Council.

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3. *Loyalty and Conflicts of Interests.*

City of Vernon agrees that the Monitor is independent and that this shall not preclude Mayer Brown LLP from representing either existing or future clients in other matters.

Clients with Conflicting Interests. During or after the time we are engaged in this matter, some other current or future client may ask us to represent it in connection with some dispute, transaction, litigation, arbitration or other matter that is not substantially related to this engagement in which the interests of such client may be directly adverse to your interests. You agree that, consistent with the California Rules of Professional Conduct (the "Rules") and the California Business and Professions Code, Mayer Brown LLP may continue, or in the future undertake, to represent any existing or new client in any such matter, provided that such representation is not substantially related to this engagement.

Agreement to Firm's Consultation with Lawyers and Experts. In addition, in the course of this engagement, and in order fully to satisfy our professional obligations, we may from time to time need to consult with the lawyers in this firm or outside lawyers or experts retained by the firm responsible for advising the firm on issues of professional ethics and responsibility, including issues that may implicate your interests. You acknowledge and agree that, notwithstanding the potential for conflict in our consideration of our professional obligations, the firm is free to consult with such counsel or experts at its own expense on such matters consistent with the firm's obligations under the applicable rules of professional conduct.

4. *Fees, Expenses and Other Charges.*

Fees. Our fees for professional services in connection with this engagement will generally reflect, and be determined primarily on the basis of, the hours worked by Mayer Brown attorneys and paralegals and the hourly rates in effect at the time the services are rendered shall not exceed \$550 per hour. However, if the cost of living index ("CPI") increases 15% as measured from February 15, 2012, the rate will be increased by that level (15%), upon notice to The City. No further increases will sought during the duration of the engagement. John Van de Kamp who will be the primary Mayer Brown attorney working on this matter has a billing rate of \$550 per hour. Partners and associates will be used as needed and are charged at rates ranging from \$300-\$525 per hour. Paralegals are charged at the rate of no more than \$200 per hour. The minimum billing unit for this representation is .25 of an hour. The amount of our fee takes into account all relevant circumstances and factors as set forth in the Rules as it applies to us as attorneys, including the nature of the services performed, the amount of time spent, the experience and ability of the lawyers and paralegals working on this engagement, the novelty and complexity of the specific issues involved, the time limitations imposed by you or the circumstances and the responsibilities undertaken by us.

Expenses and Other Charges. During the course of the engagement, the City of Vernon will also be responsible for all expenses and service charges relating to our engagement, whether billed directly by us or by individuals or entities retained by us. Mayer Brown's expenses and

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other charges are listed in Attachment A. Unless special arrangements are made, the fees, expenses and charges of others (such as experts, investigators, local counsel, consultants and document service providers who are expected to be primarily from the L.A. area) and other large disbursements will not be paid by us, but will be the sole responsibility of, and billed directly to, City of Vernon. These bills will be reviewed and approved by the Monitor. Any expenses for travel outside of Los Angeles County or travel expenses in excess of \$150 must be approved in advance by the City of Vernon.

Billing and Payment. In the normal course, you will receive on a monthly basis a confidential statement of professional services rendered and expenses and service charges incurred during the preceding month. Mayer Brown will bill City of Vernon directly.

We expect that our statements will be paid promptly upon receipt by the City of Vernon, and in any event within 30 days after the invoice date. If you have any questions or comments concerning our services or charges during the course of our representation, please bring them to my attention so that any problems can be quickly resolved.

5. *Indemnification.* City of Vernon agrees to indemnify the Monitor and the Firm from and against any and all losses, claims, damages and liabilities, joint or several, to which the Monitor and the Firm may become subject under any applicable Federal or state law, or otherwise, and related to or arising out of the engagement of the Monitor and the Firm pursuant to, and the performance by the Monitor and the Firm of the services contemplated by, this Agreement and will reimburse the Monitor and the Firm for all reasonable expenses (including counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not the Monitor and/or the Firm is party and whether or not such claim, action or proceeding is initiated or brought by or on behalf of City of Vernon. City of Vernon also agrees that the Monitor and the Firm shall have no liability (whether direct or indirect, in contract or tort or otherwise) to the City of Vernon or its security holders or creditors related to or arising out of the engagement of the Monitor and the Firm pursuant to, or the performance by the Monitor and the Firm of the services contemplated by, this Agreement except to the extent that any loss, claim, damage or liability is found in a final judgment by a court to have resulted from the Monitor's bad faith or gross negligence.

City of Vernon agrees that, without the Monitor's and the Firm's prior written consent, it will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought under the indemnification provision in this letter agreement (whether or not the Monitor and/or the Firm are an actual or potential party to such claim, action or proceeding), unless such settlement, compromise or consent includes an unconditional release of the Monitor and the Firm from all liability arising out of such claim, action or proceeding.

In the event that the Monitor is requested to appear as a witness in any action brought by or on behalf of or against City of Vernon or any City of Vernon affiliate in which the Monitor is

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not named as a defendant, including by subpoena duces tecum City of Vernon agrees to reimburse the Monitor and the Firm for all reasonable expenses incurred by him in connection with the Monitor's appearing and preparing to appear as such a witness, including, without limitation, the fees and disbursements of his outside legal counsel, and to compensate the Monitor and the Firm at the hourly rate the Monitor is compensated pursuant to this Agreement.

City of Vernon's obligations under this section, "Indemnification", will survive any termination of this Agreement. For avoidance of doubt, the obligations set for this section apply to John Van de Kamp, the Firm, and any partner, employee or other person working for and with Mayer Brown in connection with this engagement.

6. *Term of Engagement.* The City of Vernon has the right to terminate our engagement at any time for cause or upon the death or incapacitation of John Van de Kamp, upon written notice, and all outstanding charges will become due at that time. We reserve the right to withdraw from the engagement at any time consistent with the rules of professional conduct. We may also suspend or terminate work on behalf of a client that does not pay our statements within 90 days after they are rendered. Our right to withdraw as Monitor shall, of course, be consistent with the applicable provisions of the Rules.

Upon the termination of this engagement, we will either make arrangements to return to you, or by your direction to the Vernon City Attorney, all copies or originals of documents or materials belonging to you or otherwise constituting your records, store them at the City of Vernon's expense or dispose of them. You agree that we may keep copies of such files if we so choose. You also agree that our own internal files (including but not limited to firm administrative records, time and expense reports, personnel and staffing materials, accounting records and related documents) and attorney work product (including without limitation drafts, notes, legal memoranda, and other legal and factual research reflecting our opinions and mental impressions) pertaining to this matter are our property and will not be delivered to you at the conclusion or upon the termination of our engagement, except that the City of Vernon shall be entitled to any final research memoranda, and also to any documents supplied by third parties.

Governing Law. Our engagement shall be governed by, and construed in accordance with, the laws of the State of California, exclusive of the law of conflicts of laws.

If a dispute develops about our fees, the City of Vernon may be entitled under Section 6200, *et seq.*, of the California Business and Professions Code to arbitration of that dispute.

All actions or proceedings arising out of or relating to this engagement (other than those to which Section 6200 *et seq.* applies) shall be heard and determined in California state or federal court sitting in the County of Los Angeles, to whose jurisdiction all parties to this engagement letter irrevocably and exclusively submit. In connection with any such proceeding, you and the City of Vernon irrevocably waive to the fullest extent permitted by law, any defense of forum non conveniens. You also irrevocably agree that service of process may be made on the City of Vernon by service of a copy of the summons and complaint by certified mail to Vernon's City

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Attorney by certified mail to the Office of City Attorney, 4305 Santa Fe Avenue, Vernon, CA 90058. Nothing herein shall limit the right of the parties to stipulate and agree to submit any dispute to binding arbitration in lieu of litigation.

The terms of this engagement can be modified only by written agreement of all the parties hereto.

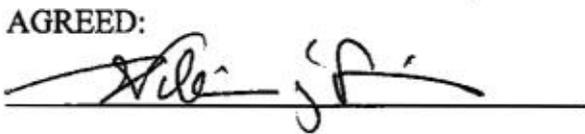
If the foregoing correctly reflects the terms and conditions of our engagement, please indicate your acceptance by executing the enclosed copy of this letter in the space provided below and return it to our office. The effective date of our engagement will be the date on which our service commenced.

We are delighted that we will have the opportunity to work with you on this matter. If you have any questions about the terms of our engagement, please do not hesitate to give me a call. We are very much looking forward to working with you and your colleagues.

If you have any questions, please call me. Otherwise please sign and return the enclosed copy of this letter.

Very truly yours,
MAYER BROWN LLP

By: 
John K. Van de Kamp

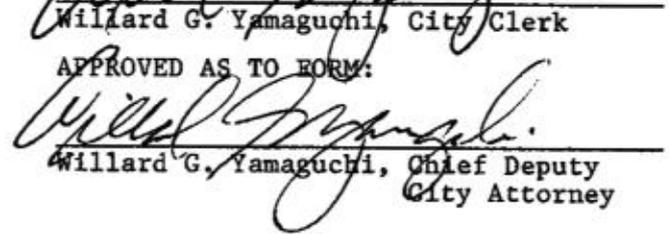
AGREED:


By: William Davis
Its: Mayor Pro-Tem

Date: 6/7/12

Enclosures
cc: John Mathews

ATTEST:

Willard G. Yamaguchi, City Clerk
APPROVED AS TO FORM:

Willard G. Yamaguchi, Chief Deputy City Attorney

Mayer Brown LLP
U. S. Offices

Schedule of Non-fee Charges to Clients

July, 2011

I. Long Distance Telephone.

We purchase our long-distance telephone service from telecommunications providers at discounted rates. We charge clients at rates calculated to recover our cost.

II. Automated Research.

We purchase services from Lexis and Westlaw at fixed monthly rates which are substantially below their published rates. We charge clients for the Lexis and Westlaw connections at rates calculated to recover our cost.

III. Telefax Service.

We charge clients \$1.00 per page, plus applicable long distance telephone charges regardless of length at our discounted rates. There is no charge for incoming telefaxes.

IV. Document Reproduction.

We charge clients for standard-size internal black and white copies at the rate of \$.15 per page. We charge clients for standard-size internal color document reproduction (if specifically requested by clients) at the rate of \$1.00 per page. We currently reproduce documents using photocopiers, laser printers, and digital copiers, and may in the future use other means of reproduction. Outside copying is charged at actual out-of-pocket cost.

V. Secretarial, Word Processing and Proofreading Services.

We accrue for client accounts document preparation charges at the rate of \$100 per hour for word processors and secretaries generally when documents (originals or amendments) of over 10 pages are prepared or for secretarial overtime. Proofreading services accrue at the rate of \$120 per hour.

VI. Mayer Brown Provided Electronic Discovery Services.

To the extent that the Client elects to host electronic discovery information on the Firm's Electronic Discovery Services ("EDS") servers, we charge a monthly comprehensive services fee for hosting and supporting that data. We calculate this charge for each month based on the data volume residing on the EDS servers at the end of such month, at a rate of \$65 per gigabyte ("GB"), which covers EDS department expenses relating to that internally supported data, including any hosting expenses, processing, handling, and response to case team or Client needs.

VII. Postage.

We charge clients at cost for postage when the cost of mailing is \$1.00 or more.

VIII. Out-of-pocket Disbursements.

The following types of disbursements when related to a client matter are charged at the firm's cost:

- Advances on behalf of clients (e.g., tax payments, filing fees, title charges)
- Consultants' and expert witnesses' fees and expenses
- Courier and messenger services
- Court reporters
- Equipment when purchased solely for a client matter
- Meals
- Outside services (including cost of litigation support services purchased from outside vendors)
- Service of process
- Records searches
- Supplies (when amounts are large or type of supply item is special)
- Tax return processing charges
- Taxis, mileage, parking (local)
- Travel (airfares, hotels, meals, car rentals, fees of travel agencies and professionals, taxis and incidentals)*
- Trial exhibits
- Witness fees and costs
- Other items not covered above that are directly attributable to a client matter

***When our independent travel agency of record is used to book
airfare there is a fee charged of not more than \$32 per
reservation to reduce the cost of the Travel Department.**

IX. Items Not Charged to Clients.

**Administrative overhead
Air conditioning and electricity for overtime work
Client entertainment
Local and suburban telephone calls
Rent for conference rooms**

**MAYER BROWN LLP
STANDARD TERMS OF ENGAGEMENT**

Governing Terms.

This Standard Terms of Engagement sets forth our standard terms of engagement as your lawyers. Unless modified in writing by mutual written agreement, these terms are an integral part of your engagement of our Firm (as hereinafter defined). Our employment on your behalf is limited to those specific matters which we agree to undertake.

Mayer Brown is a global legal services organization comprising legal practices which are separate entities ("Mayer Brown Practices"). The Mayer Brown Practices are: Mayer Brown LLP, a limited liability partnership established in the United States (the "Firm"); Mayer Brown International LLP, a limited liability partnership incorporated in England and Wales (the "English Firm"); Mayer Brown Europe-Brussels LLP, a limited liability partnership established in the United States (the "Brussels Firm"); Mayer Brown, a SELAS established in France (the "French SELAS"); Mayer Brown JSM, a Hong Kong partnership, and its associated entities in Asia; and Tauil & Chequer Advogados, a Brazilian partnership with which Mayer Brown is associated. These terms govern the relationship between the Firm and the "Client", as defined in the letter to which these terms are attached ("Cover Letter"). The Cover Letter and these Standard Terms of Engagement, together with all undertaking letters, constitute the entire understanding between the Firm and the Client, and supersede all prior understandings, written or oral, relating to our engagement. Any change must be made or confirmed in writing by the Firm and the Client.

The Client agrees that in connection with any undertaking the Firm may, where appropriate, as agent on the Client's behalf, engage another Mayer Brown Practice to work alongside the Firm on a matter upon its standard terms of engagement, a copy of which will be supplied to the Client upon request. The Client will not, however, be a client of another Mayer Brown Practice unless the Firm has engaged it as described above or the Client has entered into an agreed engagement directly with it.

Unless the Firm has otherwise specifically agreed with the Client, the Client agrees that the Firm may disclose that it represents the Client, including in materials which the Firm uses to describe its practices and expertise.

1. **Fees.**

The Client agrees to pay the fees and other charges billed by the Firm, and, where appropriate, the other Mayer Brown Practices. The Firm's fees for services generally are based on time (in quarter hour increments, except if our fees require bankruptcy court approval they may have to be recorded to the nearest tenth of an hour) spent on specific projects, computed at our hourly rates for those persons performing the services. Hourly rates are all subject to adjustment by the Firm from time to time. If contract, or independent contractor, lawyers or paralegals are assigned to work on any matter which the Firm undertakes on behalf of the Client, whether or not they are employed through an independent agency, the Firm will charge the Client hourly rates based upon its then from time to time hourly rates for Firm lawyers and paralegals with similar

qualifications and experience. After consultation, we also may take into account additional factors in performing our services in connection with any matter, such as unusual time limitations, particularly favorable results obtained, the unusual level of skill required, the efficiency with which the services were performed and other relevant considerations. Other charges for which we will bill are described on the enclosed current schedule of charges, which is subject to adjustment from time to time. Any estimate of the fees and other charges that may be incurred in connection with the services we will provide on any matter is not a fixed or maximum fee and does not constitute a commitment by us to perform the described services for that amount, or an obligation to pay that amount. We anticipate submitting a monthly invoice for the professional services (including lawyers and paralegals) rendered and other charges and expenses incurred in connection with each matter we are handling. Payment is due upon receipt of our statement and in no event later than 30 days thereafter. We reserve the right to charge interest on amounts overdue at 2% over the prime rate in effect from time to time as published in *The Wall Street Journal*. The Client may at any time request details regarding any matter, specifying the individuals involved, their positions, the hours and work performed and an itemization of other charges. If we agree in writing to look first to the Client's customer or insurer to pay our fees and charges, the Client nonetheless guarantees such payment will be made within 30 days. Fees and other charges incurred in connection with our representation are not contingent upon the successful completion of any project.

Without limiting any other provision of this Section 1, the Client agrees to compensate the Firm at its hourly rates (which, as described above, are subject to adjustment from time to time) for activities incidental to representing the Client, whether during or after the termination of the attorney-client relationship, including, without limitation, in connection with responding to subpoenas, searching for and producing documents and preparing for testimony and testifying, and otherwise preparing for, and responding to, the Client's requests or third party claims or actions relating to a matter the Firm is handling, or has handled, for the Client. The Client also agrees to pay, or reimburse the Firm for the payment of, all reasonable expenses and other charges in connection with such incidental activities, including, without limitation, the fees of outside counsel retained by the Firm.

2. **New York Office; Houston Office.**

In the event the Client has a fee dispute with us in an amount that is between \$1,000 and \$50,000, it may have the right to seek resolution of that dispute in an arbitration under Part 137 of the Rules of the Chief Administrator, New York State Office of Court Administration. For further information about the fee dispute arbitration procedures, please refer to the text of Part 137, available on the internet at www.courts.state.ny.us/admin/feedispute.

NOTICE TO CLIENTS: The State Bar of Texas requires us to inform you that it prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.

3. **Confidentiality.**

We will keep confidential any information identified by the Client as being confidential and which the Client provides to us, except as required or authorized by law or as necessary in our judgment to perform the services we have been engaged to perform. The Client agrees that we may disclose confidential information to other Mayer Brown Practices. The other Mayer Brown Practices have agreed to keep such information confidential, subject, however, to the requirements of law and regulations, the professional rules governing their conduct and their respective standard terms of engagement.

4. **Conflicts.**

The Client agrees that the Firm may represent other persons or entities in matters not substantially related to matters we are handling for the Client, even though those persons or entities are, or have interests that are, adverse (whether in transactions, bankruptcy, litigation, arbitration or other adverse proceedings or otherwise) to the Client or its interests.

We agree, however, that the Client's consent to adverse representation shall not apply in any instance where, as a result of our representation of the Client, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in a matter in which we are retained by our other client to the Client's material disadvantage unless we have screened our lawyers and paralegals who have such information from any involvement in the adverse representation.

5. **Affiliates.**

For the purpose of determining whether a conflict of interest exists, it is only the Client which we will represent and not its stockholders, subsidiaries or related entities ("affiliates"). The Client agrees not to give us confidential information regarding its affiliates. While we recognize that to act adversely to any affiliate could jeopardize a long-term relationship with the Client, which we would naturally be reluctant to do, for conflict of interest purposes we reserve the right to represent another client with interests adverse to any affiliate without obtaining any consent from the Client or its affiliates.

6. **Financial Transactions.**

Our engagement for any financing transactions for a financial institution will consist solely of assisting it with the legal aspects of negotiating, documenting and closing of financings, and, if specifically requested, conducting a legal review (the scope of which will be defined at the commencement of each transaction) of certain due diligence matters pertaining to each prospective financed party. We will assume, without independent verification, that each party exists and is in good standing, that the financing transaction is within the respective parties' powers and authority, is duly authorized by each of the respective parties and does not violate their respective constituent documents or any of their respective agreements, that all signatures and documents are genuine and that all persons executing documents have the legal capacity to contract. We also will assume, without independent verification, that each financed party is in compliance with applicable laws and regulations and the financing contracts are enforceable against each financed party in accordance with their respective terms. Unless otherwise

specified, in reliance upon the related warranties of the financed parties and the assumptions set out above, we will satisfy ourselves that the financing contracts are, under the relevant state law, valid, subject to customary qualifications for bankruptcy and general principles of equity (including concepts such as good faith and fair dealing and commercial reasonableness) and also subject to the qualification that certain rights set forth in such contracts may not be specifically enforceable but that such rights as are enforceable are sufficient, taken as a whole, for the practical realization of the essential legal benefits intended by such contracts.

In connection with the representation of any financial institution, as we are not counsel with respect to general corporate compliance matters, we will not undertake any responsibility for assuring that, with respect to financing transactions, the Client will be complying with applicable state, local or federal laws and regulations because of its legal or regulatory status or because of the general nature of its business, including, without limitation, any prudential considerations, capital adequacy requirements, lending limits, restrictions on affiliate and insider transactions, loan-to-value limitations, tying of products or services, appraisal requirements, rules regarding interlocking boards of directors, governmental reporting and licensing requirements, and federal, state or local tax matters.

Whether or not our client is a financial institution, unless we otherwise agree in writing, we do not: (a) make or cause to be made searches of filing or recording systems; (b) ensure that the initial filings or recordings of security documents are made; (c) undertake responsibility for advising the Client upon or ensuring compliance with periodic refiling or re-recording requirements; (d) opine as to matters relating to the existence of or title to any collateral or the priority of any liens or security interests.

7. Associations.

In cases where the Client is a trade association or the like, the sole Client is such association and not any of its individual members or any other persons or entities whose interests are represented by those members.

8. Joint Representation.

If representing the Client consists of our representation of multiple parties, there may be issues where there are conflicting or potentially conflicting interests. If there is a disagreement on any issue, the Firm asks that differences be resolved without our assistance. If those differences cannot be resolved, we will not represent any party as to that issue. If the differences are serious enough, we may determine that it is appropriate for us to withdraw from the matter completely. Each party in a joint representation is separately, jointly and severally responsible for the full payment of our bills even though the parties may have agreed among themselves to bear only a proportionate share. In the case of any joint representation, the parties have agreed there will be no confidences among them regarding the work we do for them or any confidentiality among them with respect to communications or information received from any of the parties. If we receive information from or about one party that we believe others should have in order to make decisions regarding the subject of our representation, we shall give them that information; and the attorney-client privilege may not be available with respect to communications to or from any of the parties and our Firm. In cases where the Client is a joint venture, we will only represent

that joint venture and we do not represent the venturers. Such representation does not constitute a "joint representation".

9. Termination.

Upon the Client's request received at the termination of the attorney-client relationship, its papers and physical property ("Client Property") will be returned to the Client. We reserve the right to destroy or otherwise dispose of any Client Property in our possession after 90 days after the termination of the attorney-client relationship. The Firm files, including attorney work product, pertaining to the Client, will be retained, stored or destroyed by us in accordance with our then effective policies and procedures.

Either the Client or the Firm may terminate the attorney-client relationship at any time for any reason by written notice, subject on our part to the applicable rules of professional conduct. Unless otherwise terminated, our attorney-client relationship will be considered terminated at the earlier of our completion of the specific services for which we have been retained and 12 months after the last date the Firm furnished any billable services. If the attorney-client relationship has been, or is deemed to have been, terminated pursuant to either of the foregoing sentences, the fact that the Firm or one or more persons associated with the Firm may be identified as a recipient of (and, in fact, may receive) notice on behalf of the Client shall not negate such termination nor constitute the continuation or revival, or evidence the continuation or revival, of the attorney-client relationship. The Firm may maintain a system to calendar due dates for the payment of maintenance and/or annuity fees relating to, or the renewal dates for the preservation of certain legal rights attaching to, intellectual property. In connection therewith it may notify the person or entity listed in the Firm's records as the holder of such rights of the necessity of paying maintenance and/or annuity fees or obtaining a renewal in order to preserve such rights; and neither the maintenance of such system nor any such notification shall constitute the provision of billable services for the purposes of determining whether there is an attorney-client relationship. Termination will not affect the Client's responsibility for payment of outstanding statements and accrued items incurred before termination or incurred thereafter in connection with an orderly transition of matters. If we are retained and agree to perform further or additional services, our attorney-client relationship will be revived, subject to these and any other supplemental terms of engagement. The fact that we may inform the Client from time to time of developments in the law which may be of interest, by newsletter or otherwise, should not be understood as a revival of an attorney-client relationship. Moreover, we have no obligation to inform the Client of such developments in the law unless we are engaged in writing to do so.

10. Tax Reporting.

The Internal Revenue Code, Treasury Regulations and published guidance provide rules which require taxpayers engaging in certain types of transactions to disclose their participation in the transactions to the Internal Revenue Service. If we determine that a transaction that is a subject of our engagement is or may be covered by these regulations, we will advise the Client with respect to any reporting obligations it may have, including with respect to comparable state tax rules of which we are aware.

Furthermore, such rules may require us to report to the Internal Revenue Service various aspects of transactions with respect to which we act as the Client's tax advisor. If we determine that a transaction that is a subject of our engagement may require such reporting, we will file the appropriate forms with the Internal Revenue Service, and applicable state department of revenue, and inform the Client that we will so file.

Such rules may also require us to maintain investor lists with respect to certain types of transactions. These lists must contain specified information about the parties involved and the federal tax and financial aspects of a covered transaction, including information that may otherwise be protected from disclosure under state confidentiality rules or the attorney-client privilege. The rules also require us to make the investor lists available to the Internal Revenue Service if it so requests. If we determine that an investor list must be maintained with respect to a transaction that is a subject of our engagement, we will do so, and we will request from the Client any information required to be included in the list. If, however, the IRS requests that we make such an investor list available, we will do so only after endeavoring to provide the Client with an opportunity to assert any reasonable claim of attorney-client privilege with respect to the information contained in the list. In the case of comparable applicable state tax rules of which we are aware, we will act in a similar manner.

11. Standards of Professional Conduct.

Pursuant to Part 205 in Title 17 of the Code of Federal Regulations ("Standards of Professional Conduct"), if any attorney of the Firm represents the Client in appearing and practicing before the Securities and Exchange Commission (the "SEC"), the Firm may have obligations imposed on it as further described in the Standards of Professional Conduct. These obligations currently are limited to up-the-ladder reporting within the Client, although some form of reporting to the SEC may be adopted. The Client acknowledges that one or more of our attorneys may currently represent, or in the future may represent, the Client in appearing and practicing before the SEC and understands, therefore, that we thereby become subject to the obligations imposed on us by the Standards of Professional Conduct.

12. Insurance Coverage and Notification of Insurers.

Unless the Firm specifically agrees in writing to the contrary, the Firm will not be responsible for: (a) reviewing the Client's insurance policies, whether providing primary or excess coverage, to determine if there may be coverage for any claim made against the Client or for fees and costs that the Client incurs in any matter; or (b) notifying the Client's insurers or re-insurers about any matter.

13. No Waiver of the Firm's Privilege.

The Firm represents many clients and handles a great number of complex matters. As a result thereof, from time to time issues may arise that raise questions under attorneys' professional conduct rules, including possible disputes with a client and conflicts of interest issues. When such issues arise, we generally seek the advice of our Claims Counsel, Professional Responsibility Partner or General Counsel. We consider such consultations to be protected from disclosure under the attorney-client privilege. While some courts have limited this privilege

under certain circumstances, we believe that it is in both our clients' and the Firm's interest that we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation, the Client agrees that if the Firm determines, in its own discretion, it is either necessary or appropriate to consult with its counsel (either the Firm's Claims Counsel, Professional Responsibility Partner or General Counsel or, if it chooses, outside counsel), the Firm has the Client's consent to do so and the Client further agrees that the Firm's on-going representation of the Client shall not result in a waiver of any attorney-client privilege that the Firm may have to protect the confidentiality of the Firm's communications with such counsel.

14. Third Party Expense.

In connection with the legal services we provide, it may become necessary for the Firm to obtain assistance and/or services from vendors, local counsel, experts and/or other third parties ("Third Party Servicers"). When possible, the Client agrees to contract directly with any such Third Party Servicer. In the event that the Firm engages a Third Party Servicer on behalf, or for the benefit, of the Client or jointly with the Client, the Client agrees that (a) the Firm and/or Client will instruct the Third Party Servicer to look solely to the Client and not the Firm for any payments owing to said Third Party Servicer or (b) the Client will provide currently available funds to the Firm in the amount of any approved outstanding Third Party Servicer invoice prior to the time that payment of such invoice to the Third Party Servicer is due. Notwithstanding the above, if the Firm does advance or pay any Third Party Servicer expense on behalf, or for the benefit, of the Client, the Client agrees to reimburse the Firm promptly for any such expense. The agreements in this Section 14 shall survive the termination of the attorney-client relationship.

15. Special English Firm Provisions.

If the Firm, as agent on the Client's behalf, engages the English Firm to work alongside the Firm on a matter, such engagement shall be on the English Firm's standard terms of engagement (which the English Firm refers to as "Our Business Relationship"), a copy of which will be provided upon request. Additionally, the following is called to the Client's attention:

The English Firm is an English limited liability partnership ("English LLP"). An English LLP has "members" and not "partners". However, the English Firm's members have decided they prefer to retain the title of "partner". Accordingly, the English Firm will continue to refer to its members as partners in its dealings with the Client. As the English Firm is a limited liability partnership, there is no contract between the Client and any individual employee, consultant or partner of the English Firm. Any advice given to the Client by an employee, consultant or partner is given by that person on behalf of the English Firm and that person will not assume any personal liability to the Client for that advice. This will not, of course, limit or exclude the liability of the English Firm for the acts or omissions of its employees, consultants or partners. If you have any complaints or concerns about the English Firm's work, please raise these, in the first instance, with a partner at the English Firm who will investigate your complaint promptly and carefully insure that the matter is handled in accordance with the English Firm's Complaints Handling Protocol, a copy of which will be provided to the Client upon request.

Like many other law firms, the English Firm is not authorized under the Financial Services and Markets Act 2000 ("FSMA") of the UK. This occurs because, as the English Firm is a

professional services firm which is regulated and supervised by a designated professional body (*i.e.*, the UK Law Society) and which does not conduct mainstream regulated activities, it benefits from a specific exemption under FSMA which permits it to carry on regulated activities which are reasonably regarded as a necessary part of its legal services. The English Firm's role is to act as the Client's legal advisor in relation to the matters for which it has been engaged and it is not part of its function to give financial or business advice on the merits of entering into any particular transaction or to act as a broker or arranger of transactions. In providing its services, the English Firm will assume that the Client's decision to negotiate and enter into any transaction has been or will be made solely upon the basis of the Client's own evaluation. It is not part of the English Firm's role to communicate to the Client or on its behalf invitations or inducements to engage in investment activities. No communication from the English Firm, whether written or oral and in whatever form it is received, is intended or should be construed as such an invitation or inducement.

Under UK anti money laundering legislation, the English Firm, in common with all UK lawyers and accountants and many financial institutions and other professional firms, is required to put in place procedures to prevent money laundering and, in certain circumstances, where the English Firm knows or suspects or has reasonable grounds for suspecting that a matter or transaction involves money laundering, it is obliged to make a notification of its knowledge or suspicions to regulatory authorities. The anti money laundering legislation also requires the English Firm to identify its clients, and in some cases their beneficial owners, to conduct other background checks and to retain records of the identification obtained. In some circumstances, it also may be necessary for the English Firm to make inquiries as to the source of funds which are being used in relation to a matter on which it advises. These requirements are known as "CDD requirements". The English Firm tries to meet these CDD requirements using information from public sources. However, it may be necessary to provide (and permit the retention of) information and documents to the Firm to pass onto the English Firm, including, in the case of individuals, evidence of identity (such as a passport) and of home address (*e.g.*, a utility bill). In some cases, even where the Client is a corporation or other legal entity, the English Firm may be required to obtain evidence of identity of directors or other principals. The English Firm is not able to commence work and may decline to act if the CDD requirements have not been made to its satisfaction.

R. 03/12

RECEIVED

DEC 29 2015

CITY CLERK'S OFFICE



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DEC 17 2015

CITY ADMINISTRATION

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STAFF REPORT

PUBLIC WORKS, WATER AND DEVELOPMENT SERVICES

A-6

DATE: January 5, 2016

TO: Honorable Mayor and City Council

FROM: Samuel Kevin Wilson, Director of Public Works, Water and Development Services
 Originator: Scott B. Rigg, Public Works and Water Superintendent ^{SC}

RE: Bid Award for Urban Forest Management Services, Contract No. CS-0607

Recommendation

It is recommended that the City Council:

- A. Find that entering into the proposed contract for Urban Forest Management Services is exempt under the California Environmental Quality Act (CEQA) in accordance with (a) CEQA Guidelines Section 15061 (b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment and (b) Section 15301, because the proposed service involves an existing project with negligible or no expansion of use; and
- B. Accept the bid from Trimming Land Company, Inc., as the lowest responsive and responsible bidder and enter into the attached contract, in an amount not to exceed \$233,755.00 For Urban Forest Management Services, Contract No. CS-0607.

Background

On September 8, 2015, the City Administrator authorized the advertisement of the Notice Inviting Sealed Competitive Bids For Urban Forest Management Services, CS-0607. The Notice Inviting Bids were posted on the City's website and published in the Vernon Sun newspaper. In addition, the Notice Inviting Bids were advertised in the following construction related websites: Bid America, Planroom Bidboard, McGraw-Hill Construction Dodge, and Reid Construction.

On November 17, 2015, a pre-bid meeting was held to review the project specifications in detail. The bids for Contract No. CS-0607, Urban Forest Management Services were received and opened on December 3, 2015. The calculated result are listed below:

1. Trimming Land Company	\$233,755.00
2. West Coast Arborists, Inc.	\$258,973.00

It should be noted that a single bid for this contract was received on October 8, 2015 and ultimately rejected. Staff determined that it would be in the City's best interest to rebid the contract in order to seek a more competitive selection process.

The City Attorney's office has approved the contract to form. It is recommended that a contract be awarded to Trimming Land Company, Inc., in a not to exceed amount of \$233,755.00 for a three year contract term.

Fiscal Impact

The total project cost will be \$233,755.00 for the duration of the three year contract term. Funds have been allocated in the 2015-2016 fiscal year budget.

Attachments

1. Construction Contract-CS-0607

**STANDARD FORM OF
CONSTRUCTION CONTRACT BETWEEN
CITY AND TRIMMING LAND COMPANY, INC.**

This Agreement is made and entered into at Vernon, California this 5th day of January, 2016, by and between the CITY OF VERNON, a chartered municipal corporation (hereinafter "City") and TRIMMING LAND COMPANY, INC., a California corporation (hereinafter "Contractor"), for **URBAN FOREST MANAGEMENT SERVICES**.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS

The "Contract Documents" except for modifications issued after execution of this Agreement, shall consist of the following documents which are either attached hereto as exhibits or are incorporated into this Agreement by this reference, with the same force and effect as if set forth at length herein:

- A. Governmental Approvals including, but not limited to, permits required for the Work;
- B. This Agreement; inclusive of Exhibit A (General Conditions), Exhibit B (Notice Inviting Bids), Exhibit C (Bidders Proposal), Exhibit D (Living Wage Provisions), and Exhibit E (Equal Employment Opportunity Practice Provisions);

2. SCOPE OF WORK

Within the Contract Time and for the stated Contract Sum, subject to adjustments thereto, and pursuant to the Contract Documents, the Contractor shall perform and provide all necessary: labor; services; supervision; materials; tools; equipment; apparatus; facilities; supplies; tools; permits, inspections, plan checks, and similar Governmental Approvals; temporary utilities; utility connections; and transportation necessary to complete the Work in strict conformity with the Contract Documents for:

URBAN FOREST MANAGEMENT
SERVICES

CS-0607

3. TIME FOR PERFORMANCE

Contract Time. Contractor shall achieve Substantial Completion of the Work within three (3) years from the Date of Commencement in accordance with the Contract Documents. Contractor shall achieve Final Completion of the Work, within the time established by the Certificate of Substantial Completion issued by the City. The Contract Time may only be adjusted as permitted by this Construction Contract and the General Conditions.

Time is of the essence of this Agreement. Except when the Contract Documents state otherwise, time is of the essence in the performance of the Work. Contractor acknowledges that the time limits and deadlines set forth in the Contract Documents are reasonable for Contractor to perform and complete the Work.

Liquidated Damages. If Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay City as liquidated damages the amount of FIVE HUNDRED DOLLARS PER DAY (**\$500.00**) per day for each calendar day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work, as required by Article 3 of the General Conditions of Contract.

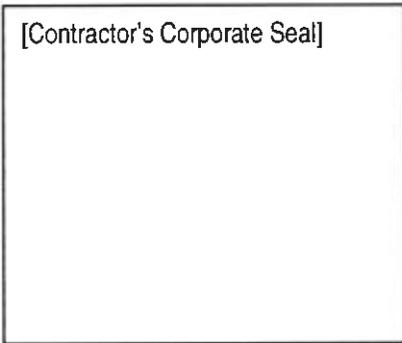
Contractor Initial here: _____.

4. CONTRACT SUM

In consideration of the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, City shall pay Contractor the sum of TWO HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED FIFTY FIVE DOLLARS AND ZERO CENTS. (\$233,755.00), payable as set forth in the General Conditions ("Contract Sum").

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the date and year first above written.

Executed at VERNON, California.



[Contractor]:

By: _____
An Authorized Signatory

Printed Name: _____

Title: _____

Date: _____

CITY OF VERNON:

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

EXHIBIT A

GENERAL CONDITIONS

ARTICLE 1 - PRELIMINARY PROVISIONS

1.01 DEFINITIONS

The following words shall have the following meanings:

- A. **Allowance.** A line item cost estimate established by the City to be carried in the Base Bid sum, Contract Sum, and Schedule of Values for Payment for a particular item of Work, which cannot be sufficiently defined so as to allow the Contractor to adequately determine fair value before the Bid Deadline. Allowances include estimated amounts established by the City for certain construction elements that have not yet been fully designed or authorized for inclusion in the Work or to permit deferred approval or selection of actual materials and equipment to a later date when additional information is available for evaluation.
- B. **As-Builts.** The documents prepared by Contractor showing the condition of the Work as actually built, including, without limitation, all changes and the exact locations of all mechanical, electrical, plumbing, HVAC or other portions of the Work that are shown diagrammatically in the Contract Documents.
- C. **Base Bid.** The total sum stated in the Bid Form for which the Bidder offers to perform Work described in the Contract Documents as the base Contract Work (e.g. not designated as part of a Bid Alternate).
- D. **Bid.** A complete and properly executed offer by the Bidder on City-prescribed forms to perform the Work for the prices stated in response to the Notice Inviting Bids.
- E. **Bid Alternate.** An item of Work described in the Contract Documents as an Alternate Bid that will be added to or deducted from the Base Bid and the Contractor's responsibility only if the City accepts the Bid Alternate.
- F. **Bid Forms:** The City-prescribed forms which the Bidder shall complete and use to submit a Bid. The Bid Forms include: (1) Bidder's Proposal; (2) Schedule of Bid Prices; (3) Incumbency Certificate; (4) Bid Bond; (5) Bidder's Statement of Qualifications; (6) Experience Form; (7) Trades Experience Form; (8) Contractor Safety Questionnaire; (9) Designation of Subcontractors; (10) Affidavit of Non-Collusion; (11) Insurance Requirements Affidavit; and (12) forms included in the Specification required by the type of project funding (e.g. federal, ARRA, HUD, etc.).
- G. **Bidder.** The individual, partnership, firm, corporation, joint venture or other legal entity submitting a bid on these Contract Documents or any part thereof.
- H. **Bidding Documents.** Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of: (1) Notice Inviting Bids; (2) Instructions to Bidders; and (3) Bid Forms. The proposed Contract Documents consist of: (1) the Bidding Requirements; (2) the Construction Contract Between City and Contractor; (3) the Conditions of the Contract (General, Supplementary, and Special, if applicable); (4) all Exhibits to the Contract; (5) the Drawings; (6) the Specifications; (7) all Addenda issued prior to the execution of the Construction

Contract; (8) all Modifications issued after the execution of the Construction Contract; and (9) Governmental Approvals, if any, including but not limited to, permits.

- I. **Change Order.** A Change Order is a written document prepared by the City reflecting the agreement between the City and Contractor for: a change in the terms or conditions of the Contract, if any; a specific Scope Change in the Work; the amount of the adjustment, if any, in the Contract Sum; and the extent of the adjustment, if any, in the Contract Time.
- J. **Change Order Request (COR).** A Change Order Request is a written document originated by the Contractor, which describes an instruction issued by the City after the effective date of the Contract, which Contractor believes to be a scope change that may result in changes to the Contract Sum or Contract Time or, which describes the need for or desirability of a change in the Work proposed by Contractor.
- K. **City or Owner.** The City of Vernon, California, acting through its City Council or other City officials authorized to act for the City, acting in its proprietary rather than regulatory capacity in connection with the Project.
- L. **Construction Change Directive.** A written order prepared and signed by the City directing a change in Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both.
- M. **Contract Documents.** The Contract Documents are enumerated in the Construction Contract between City and Contractor and consist of: (1) the Bidding Requirements; (2) the Construction Contract; (3) the Conditions of the Contract (General, Supplementary, and Special, if applicable); (4) all Exhibits to the Contract; (5) the Drawings; (6) the Specifications; (7) all Addenda issued prior to the execution of the Contract; (8) all Modifications issued after the execution of the Contract; and (9) Governmental Approvals, including, but not limited to, permits. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- N. **Contract.** The Contract Documents form the Contract for Construction. The Contract Represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified on by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor. There shall be no third party beneficiaries of the Contract Documents.
- O. **Contract Sum.** The total amount of compensation stated in the Construction Contract that is payable to Contractor for the complete performance of the Work in accordance with the Contract Documents.
- P. **Contract Time.** The total number of days set forth in the Construction Contract within which Substantial Completion of the Work must be achieved beginning with the Date of Commencement established in the Notice to Proceed, subject to adjustments in accordance with the terms of the Contract Documents. The Contract Time for Contractor's performance of the Work is measured in calendar days (not work days).
- Q. **Contractor.** The individual, partnership, firm, corporation, joint venture or other legal entity with whom the Contract is made by City, or the agent or legal representative who may be appointed to represent

such individual, partnership, firm, corporation, joint venture or other legal entity in the execution of the Contract as general contractor for construction of the Work.

- R. **Correction Period.** Correction Period is synonymous with the terms of the correction guarantee period used in the Contract Documents.
- S. **Date of Commencement.** The date for commencement of the Work fixed by City in a Notice to Proceed to Contractor.
- T. **Day.** The terms "day" or "days" mean calendar days unless otherwise specifically designated in the Contract Documents. The term "Work Day" or "Working Day" shall mean any calendar day except Saturdays, Sundays and City-recognized legal holidays.
- U. **Director.** The Director of the Community Service and Water Department of the City of Vernon or his/her duly appointed representative.
- V. **Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- W. **Extra Work.** New or unforeseen work will be classified as Extra Work when determined by the City that the work is not described in, or reasonably inferable from, the Contract Documents, the work is not covered by any Bid line item or Allowance, and the work causes Contractor to incur additional and unforeseen costs.
- X. **Field Directive.** See, "Work Directive."
- Y. **Final Completion.** Final Completion is the stage of performance of the Work when (1) 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 noted by City upon Substantial Completion; (2) Contractor has delivered to City an Application for Final Payment and all closeout documentation required by the Contract Documents; and (3) documentation of all final Governmental Approvals has been submitted to City including, but not limited to a final Certificate of Occupancy or equivalent Building Department sign-off has been issued covering the entire Project site without exception or conditions.
- Z. **Force Majeure.** "Force Majeure" includes but is not limited to declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, labor disputes, fires, explosions, floods, earthquakes or other acts of God.
- AA. **Fragnet.** The sequence of new activities that are proposed to be added to an existing schedule.
- BB. **Governmental Approval.** Any approval, authorization, inspection, certification, consent, exemption, filing, permit, registration, plan check, ruling or similar authorization required by any federal, state or local law, regulation or procedures in order for Contractor to perform the Work.
- CC. **Guarantee.** Assurance to City by Contractor or product manufacturer or other specified party, as guarantor, that the specified warranty will be fulfilled by the guarantor in the event of default by the warrantor.

- DD. **Modification.** A Modification is: (1) a written amendment to Contract signed by both parties; (2) a Change Order; or (3) a Construction Change Directive.
- EE. **Notice to Proceed.** The Notice to Proceed is a document issued by the City fixing the date for Commencement for the Work.
- FF. **Parties.** The City and Contractor may be referred to in the Contract Documents from time to time as the Parties.
- GG. **Permit Fees.** The actual direct costs paid by Contractor for Governmental Approvals and Utility Fees.
- HH. **Permit Fees Reimbursement.** A payment made to the Contractor by the City in addition to the Contract Sum to compensate Contractor for the actual direct cost of all Permit Fees.
- II. **Project.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the City or by separate contractors.
- JJ. **Project Manual/Contract Package.** The volumes of Contract Documents and reference documents assembled for the Work made available to Bidders.
- KK. **Record Documents.** The Drawings, Specifications, addenda, requests for information, bulletins, Change Orders and other modifications to the Contract Documents, approved shop drawings, product data, samples, mock-ups, permits, inspection reports, test results, daily logs, schedules, subcontracts, and purchase orders. Records Documents shall include a set of "As-Built" Drawings and Specifications, which shall be continuously updated during the prosecution of the Work.
- LL. **Site.** The physical area designated in the Contract Documents for Contractor's performance of the Work.
- MM. **Specifications.** The Specifications are the volume(s) assembled for the Work that includes, without limitation, the Bidding Documents, the Construction Contract and Exhibits, the General Conditions, Supplementary and/or Special Conditions, if any, the "GREENBOOK" STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015 Edition), the Standard Plans for Public Works Construction (2009 Edition), State of California, Department of Transportation Standard Plans and Standard Specifications (2010 Edition), and the City of Vernon Standard Plans.
- NN. **Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work and performance of related services, including, but not limited to, the Project Technical Specifications, Standard Specifications, if any, and any applicable Trade Association Specifications.
- OO. **Substantial Completion.** Substantial Completion is defined to mean the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents as determined by the City so that the City can occupy and utilize the Work for its intended use and as further defined in the Contract Documents.
- PP. **Unilateral Change Order.** See "Work Directive."
- QQ. **Utility Fees.** The fees charged by any public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric

power, telephone, water, gas, oil, petroleum, steam, chemicals, sewage, storm water or similar commodity including, but not limited to fees for temporary utilities and refuse hauling.

- RR. **Warranty.** Assurance to City by contractor, installer, supplier, manufacturer or other party responsible as warrantor, for the quantity, quality, performance and other representations of a product, system service of the Work.
- SS. **Work.** The term "Work" means the construction and other services required by, and reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- TT. **Work Directive.** A Work Directive is a unilateral written order issued by the City directing Contractor to continue performance of the Work or to perform a disputed change in the Work prior to agreement or adjustment, if any, in the Contract Sum, Contract Time, or both.

1.02 **REPRESENTATIVES**

- A. The Director shall be the representative of the City and, except as otherwise expressly provided herein, shall make all decisions and interpretations to be made by the City under the provisions of the Contract Documents.
- B. The Contractor shall at all times be represented on the Work in person or by a duly designated agent. Instructions and information given by the Director to the Contractor's agent on the Work shall be considered as having been given to the Contractor.

1.03 **PERMITS, INSPECTIONS, PLAN CHECKS, AND SIMILAR GOVERNMENTAL APPROVALS AND UTILITIES**

- A. Except as otherwise provided in the Notice Inviting Bids, the Contractor shall apply for, obtain, and pay for all permits including, but not limited to, building or structure permits, plumbing system permits, mechanical system permits, electrical system permits, structural system permits, demolition permits, excavation permits, street use permits, driveway permits, sidewalk, curb, sewer, gutter, crosswalk, paving or other street work grading permits, street/utility use permits, OSHA permits, fire sprinkler permits, fence permits, blasting permits, landscaping/irrigation permits, and permits to demolish, remove, or make major alterations to any designated historic resource; inspections; and plan checks obtained after the Date of Commencement of the Work. The Notice Inviting Bids contains a list of permits and other Governmental Approvals and Utility Fees obtained and paid for by the City prior to the Date of Commencement; Contractor is responsible for obtaining all Governmental Approvals and Utility Fees not listed in the Notice Inviting Bids.
- B. All documents evidencing Contractor's satisfaction with all Governmental Approvals and Utility Fees must be submitted to the City prior to submission of the Application for Final Payment.
- C. Where requirements of the Governmental Approvals differ from those of the Drawings and Specifications, the more stringent requirements shall apply.
- D. Unless otherwise specified in the Contract Documents, Contractor shall be responsible for payments of all Utility Fees from the Date of Commencement until City's Final Acceptance of the Work.

1.04 LICENSES

The Contractor shall apply for, obtain, and pay for all licenses required by governing authorities for the Work. Contractor shall apply and pay for a City of Vernon business license.

1.05 ALLOWANCES

- A. Contractor shall include in the Contract Sum and Schedule of Values for Payment, the City's estimated cost established for each Work item covered by an Allowance stated in the Contract Documents. See Paragraph 1.01 for definition of Allowance.
- B. The line item cost estimate established by the City for Work covered by an Allowance includes the cost to Contractor of: all materials and equipment, preparation of submittals; labor; transportation; delivery; handling; installation; supervision; overhead; profit; licenses; bonds; insurance; all sales, use and other taxes legally chargeable; and all other costs and expenses incidental to such Work.
- C. Work items covered by Allowances shall be supplied with such materials and equipment and for such prices approved in advance by City. Contractor shall notify and request City's approval of material equipment, and pricing information for Work covered by an Allowance before ordering the material or equipment and in sufficient time to avoid delay to the Work. City shall provide approval of materials, equipment, and prices with reasonable promptness. The material, equipment, and pricing information submitted by the Contractor to the City's Project Manager shall, at a minimum, include product data and detailed costs of material, equipment, and labor to complete such Work, itemized by costs incurred by Contractor and each subcontractor associated with the performance of such Work. Contractor shall not order materials or equipment or proceed with Work covered by an Allowance until the material, equipment, and pricing information for such Work items have been submitted to the City's Project Representative for review and the Contractor has received City's approval to proceed with a Work item covered by an Allowance.
- D. All expenditures for Allowance Work shall be separately itemized in each Application for Payment.
- E. To the extent that the cost of Work items covered by an Allowance is less than the Allowance cost estimate established by the City, the Contract Sum shall be reduced by Change Order or Construction Change Directive to reflect the actual cost of the Allowance item. Similarly, to the extent the cost of Work items covered by an Allowance is greater than the Allowance cost estimate, the Contract Sum shall be increased by Change Order or Construction Change Directive to reflect the actual cost of the Allowance item. If Work items covered by an Allowance are not performed or the City deletes such items from the Scope of Work, the Contract Sum shall be reduced by Change Order or Construction Change Directive to deduct the Cost of the unused Allowance item.

1.06 WAIVER

A waiver by City of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein, whether of the same or a different character.

1.07 DATA TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the Director with such information as the Director may desire respecting the character of the materials and the progress and manner of the Work, including all information necessary to

determine the Contractor's costs, such as the number of persons employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

1.08 CONTRACT DRAWINGS

The City will accept no responsibility for errors resulting from misinterpretation or scaling of the Drawings.

1.09 SPECIFICATIONS AND DRAWINGS

- A. The Contractor shall keep on the Work Site a copy of all Specifications, Drawings, and Change Orders pertaining to the Work and shall at all times give the Director access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as though shown or mentioned in both.
- B. In general, the Drawings will show dimensions, positions, and kind of construction; and the Specifications will define materials, quality, and standards. Any Work not particularly detailed, marked or specified, shall be the same as similar parts that are detailed, marked or specified.
- C. The Drawings shall not be scaled to determine dimensions, and in all cases shall be calculated from figures shown on the Drawings. Any discrepancies between scale and figured dimensions, not marked "not to scale," must be brought to the Director's attention before proceeding with the Work affected by the discrepancy.
- D. Omissions from the Drawings and/or Specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or code, or usually furnished, made or installed in a project of the scope and general character indicated by the Drawings and Specifications.
- E. For convenience, the Drawings and Specifications may be arranged in various trade subparagraphs, but such segregation shall not be considered as limiting the Work of any subcontract or trade. The Contractor shall be solely responsible for all subcontract arrangements of the Work regardless of the location or provision in the Drawings and Specifications.
- F. The City will furnish free of charge to the Contractor, a maximum of six (6) sets of Contract Drawings and Specifications. The Contractor shall pay for the costs of any additional sets or portions thereof. The Contractor shall be responsible to see that all sets are the same as the up-to-date approved set.

1.10 PRECEDENCE OF CONTRACT DOCUMENTS

- A. In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the following order of precedence:
 - 1. Governmental Approvals including, but not limited to, permits required for the Work
 - 2. Modifications issued after execution of the Contract (including modifications to Drawings and Specifications)

3. The Contract, including all exhibits, attachments, appendices and Addenda, with later Addenda having precedence over earlier Addenda
 4. Special Conditions, if any
 5. General Conditions
 6. Specifications
 7. Drawings
 8. Bidding Requirements
- B. With reference to the Drawings, the order of precedence is as follows:
1. Change Order Drawings
 2. Addenda Drawings
 3. Contract Drawings
 4. Project Drawings
 5. Standard Drawings
 6. Detail Drawings
 7. General Drawings
 8. Figures
 9. Scaled dimensions
- C. Within the Specifications, the order of precedence is as follows:
1. Change Orders
 2. Special Conditions
 3. Project Technical Specifications
 4. Standard Specifications, if any
 5. Applicable Trade Association Specifications

1.11 NOTICE OF CONFLICTS

If the Contractor, in the course of the Work, becomes aware of any claimed conflicts, errors or omissions in the Contract Documents or in the City's fieldwork or work of City's separate contractors, the Contractor shall immediately notify the Director in writing. The Director shall promptly review the matter, and if the Director finds a conflict, error or omission, the Director shall determine the corrective actions and advise the Contractor accordingly. If the correction associated with a conflict, error or omission increases or decreases the amount

of Work called for in the Contract, the City shall issue an appropriate Change Order in accordance with the Contract Documents. After discovery of an error or omission by the Contractor, any related additional work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Director.

1.12 REPORTS

A. Daily Construction Reports: The Contractor shall prepare a daily construction report recording the following information concerning events at Project site:

1. List of Subcontractors at Project site.
2. List of other contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.
20. List of visitors to Project Site.
21. List of personnel at Project Site including names and job classifications.
22. Description of Work for the day including locations, quantities and related bid items.

Immediately upon discovery of a difference between field conditions and the Contract Documents, the Contractor shall prepare and submit a detailed report through a Request for Information (RFI). Include a detailed description of the differing conditions, together with recommendations for a remedy.

The Daily Construction Report must be: signed by Contractor's Superintendent, submitted within 24 hours (next Working Day) to the Director, and shall be made available to others as directed by City.

1.13 LINES, GRADES, AND MEASUREMENTS

A. All lines and grades will be established by the Contractor. The Contractors shall carefully preserve all survey stakes and reference points as far as possible. Should any stakes or points be removed or destroyed unnecessarily by any act of the Contractor or his/her employees, they must be reset to the satisfaction of the Director, at the Contractor's expense.

B. The Contractor shall inform the Director 48 hours (two Work Days) in advance of the times and places at which he/she intends to Work in order that inspection may be provided, and that necessary measurements for records and payments may be made with minimum inconvenience.

- C. No direct payment will be made for the cost to the Contractor of any of the Work or delay occasioned by giving lines and grades, by making other necessary measurements, or by inspection.

1.14 RIGHT OF WAY

- A. The site for the installation of equipment or the right of way for the Work to be constructed under this Contract will be provided by the City.
- B. The City will provide the appropriate rights of way and property for pipelines and structures. Upon approval by the Director, the Contractor may, without cost, use portions of any of the City's rights of way or property which may be suitable for working space and for storage of equipment and materials. The Contractor will be held responsible for any damage to structures, streets, and roads, trees and landscaping, and for any damage that may result from his/her use of City property.
- C. In case areas additional to those available on the City's rights of way or property are required by the Contractor for his/her operations, he/she shall make arrangements with the property owners for the use of such additional areas at his/her own expense.

1.15 CONTRACTOR'S OPERATIONS/STORAGE YARD

In the event the Contractor requires space for the storage and/or staging of construction materials, supplies, equipment, stockpiling of debris, or any other needs required for construction operations, he/she shall acquire at his/her own expense such areas as he/she may desire. For properties within the City of Vernon, the staging area must be enclosed at Contractor's expense with construction fencing covered with a mesh screen to limit visibility to the site. Private property used for storage of construction material or debris shall be restored to a legal condition with regard to appearance and maintenance upon conclusion of the project. Property should be graded and free of weeds and debris when project is completed.

[END OF ARTICLE]

ARTICLE 2-PERFORMANCE OF THE WORK

2.01 PERFORMANCE OF WORK - GENERAL

Contractor shall, at its own cost and expense, furnish all necessary materials, labor, transportation, and equipment for doing and performing said Work and the materials used shall comply with the requirements of the Contract Documents. All Work shall be performed and completed as required in the Contract Documents, and subject to the approval of the Director, or his/her designated assistant.

2.02 NO ASSIGNMENT OR DELEGATION

Contractor shall not assign or delegate the duties or obligations under this Contract or his/her interest therein in whole or in part without the prior written consent of the City which may be withheld at the City's sole discretion.

2.03 STANDARD OF PERFORMANCE

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any Work performed by Contractor under the Contract will be performed in the best manner; that any material furnished shall be subject to the approval of the Director; and that both Work and materials will meet fully the requirements of the Contract Documents. Any work deemed unacceptable by the Director, whether a cause is determined or not shall be repaired or replaced by Contractor at Contractor's expense.

The Contractor shall be responsible for the final product and shall make any quality control, adjustments and corrections necessary to obtain the final product accepted by the City Engineer. The Contractor shall perform process and quality control sampling and testing and exercise management control the work of his/her subcontractors, technicians and workers to ensure that the milling, transporting, recycling, spreading, compaction, and finishing processes conform to these Specifications. The proficiency of testing laboratories and sampling and testing personnel shall be reviewed and approved by the City Engineer prior to providing services to the project. The City Engineer shall have unrestricted access to the laboratory, sampling, testing sites, and all information resulting from mix design and quality control activities. All Quality Control testing results shall be submitted to the City Engineer on a daily basis.

2.04 DEFECTIVE WORK

Within the time periods that the City specifies, the Contractor shall correct all deficient, improperly executed, or unsatisfactory Work determined by the City.

The Contractor shall remove and shall repair or replace, at his/her own expense any part of the Work that is deficient, improperly executed, or unsatisfactorily executed, even though it has been included in the monthly estimates. If he/she refuses or neglects to remove, repair, or replace such defective Work, prior to the City's acceptance of the Work, it may be replaced by the City at the expense of the Contractor, plus 15% for overhead expenses, and his/her sureties shall be liable therefor. (See Paragraph 2.15 for curing defects after acceptance of the Work.)

2.05 CITY'S RIGHT TO CARRY OUT THE WORK

- A. Notwithstanding other remedies available to the City, if the Contractor defaults, fails to perform Work required by the Contract Documents, or otherwise neglects to carry out the Work in accordance with the Contract Documents and fails within a **48 hour** period after receipt of written notice from the City to commence and correct such default, failure to perform, or neglect with diligence and promptness, the City, at its sole discretion and without obligation, may, with its own or outside forces, perform the Work Contractor has failed to perform and/or replace or correct deficiencies in the Work. In such case, a Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due to the Contractor the cost of completion, replacement or correction of such deficiencies, including compensation for additional services by the City's project management staff, the Architect, and their respective consultants made necessary by such default, failure to perform, or neglect, plus 15% for City's overhead expenses. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City immediately. This remedy is cumulative.

- B. The City also has the right, but not the obligation, to self-perform or have outside forces perform portions of the Work previously assigned to Contractor. In such case a Change Order or Construction Change Directive shall be issued, reducing the Contract Sum by the Unit Price(s) applicable to such deleted Work or, in the absence of Unit Prices, an amount that reflects the reasonable cost of performing such deleted Work and the Allowable Mark-Up applicable to such deleted Work.

2.06 COMMUNICATIONS AND NOTICES REGARDING THE WORK

- A. Notices under the Contract Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile communication followed by a hard copy and with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

All correspondence with Contractor shall be sent to the following address:

Attention: _____
Phone: _____
Facsimile: _____

All communications shall be copied to City and shall be delivered to City's Director at the address set forth below, with copies to such additional persons as may be directed by City's Director.

City of Vernon
Department of Public Works, Water and Development Services
4305 Santa Fe Avenue
Vernon, CA 90058

Attention: Scott B. Rigg
Phone: 323-583-8811 x279
Facsimile: 323-826-1435
E-mail: srigg@ci.vernon.ca.us

- B. Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. Pacific Standard or Daylight Time (as applicable) and all other notices received after 5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m.). Any technical or other communications pertaining to the Work shall be conducted by Contractor's Project Manager and technical representatives designated by City. Contractor's representatives shall be available at all reasonable times for consultation, and shall be authorized to act on behalf of Contractor in matters concerning the Work.
- C. Contractor shall copy City on all written correspondence pertaining to the Contract between Contractor and any Person other than Contractor's Subcontractors, consultants and attorneys.
- D. Notification of Affected Residents/Businesses – The Contractor shall be responsible for distribution of the general information letter of the project to all affected residents and businesses. A project general information letter and sufficient copies thereof will be prepared by City staff for Contractor distribution to all residents, business establishments, and institutions fronting on or directly affected by the project.

The Contractor shall be responsible for distribution of said letter in handout form to all the appropriate residences and buildings in the subject area. Distribution shall be accomplished in a manner acceptable to the City Engineer and shall be five (5) working days prior to the beginning of construction operations in the immediate vicinity. In addition to the above, the Contractor shall be fully responsible for such other notifications as may be required related to necessary closures of streets, alleys, driveways, etc., or to unavoidable access or parking restrictions. These notifications shall apply where the closures and access or parking restrictions required in the performance of any work under this contract preclude any resident, tenant, or property owner from utilizing the premises or conducting business thereon in a reasonable and customary manner.

Additional notification to the affected businesses and residents shall be prepared by the City and distributed by the Contractor for roadway and driveway closures five (5) working days in advance of any construction work. No removal or excavation work is allowed until the additional notification has been distributed to the affected residents and businesses.

If a Contractor is unable to adhere to his schedule as indicated on his written notification, then all the affected residents and places of business shall be re-notified of the revised schedule, in writing, as indicated above.

Contractor costs for all of the above notifications shall be considered as included in the appropriate items of the Bid Proposal.

- E. Notification of Utilities – The provisions of Section 5 entitled "Utilities" of the "Greenbook" Standard Specifications shall apply. The Contractor shall contact the Underground Service Alert of Southern California (U.S.A.) at least two working days in advance of the construction work

2.07 INDEPENDENT CONTRACTOR

The Contractor in the performance of the Work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

2.08 EMERGENCY WORK

A. During Working Hours:

In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. He/she shall notify the Director of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Director within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work.

B. Outside of Working Hours:

Whenever, in the opinion of the City, there shall arise outside of the regular Working hours on the Contract Work of an emergency nature which threatens loss or injury of property, or danger to public safety, the Contractor shall act, without previous instructions from the City as the situation may warrant. He/she shall notify the Director of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Director within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work. In the event the Contractor is not able to respond to an emergency outside of regular working hours, the City's forces will handle such emergency Work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from his/her payment as provided in the Contract Documents. The performance of emergency Work by City forces will not relieve the Contractor of any of his/her responsibilities, obligations, or liabilities under the Contract.

2.09 SUBCONTRACTORS

- A. Each subcontract shall contain a reference to the Contract between the City and the principal Contractor, and the terms of the Contract and all parts thereof shall be made part of each subcontract insofar as applicable to the Work covered thereby. If, in the Director's opinion, the Subcontractor fails to comply with the requirements of the principal Contract insofar as the same may be applicable to the Subcontractor's Work, the Director may disqualify the Subcontractor.
- B. Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the City.
- C. The Contractor shall be considered the employer of the Subcontractors and shall be fully responsible to the City for the acts and omissions of Subcontractors and of persons employed by them as the Contractor is for the acts and omissions of persons directly employed by him/her.
- D. The Contractor shall be responsible for the coordination of the trades, Subcontractors, and material suppliers engaged upon the Work. It shall be the Contractor's duty to see that all of his/her Subcontractors commence their Work at the proper time and carry it on with due diligence so that they do not delay or injure either the Work or materials; and that all damage caused by them or their workers is made good at his/her expense.

- E. The City will not undertake to settle differences between the Contractor and his/her Subcontractors or between subcontractors.
- F. The Contractor shall utilize the services of specialty Subcontractors, without additional expense to the City, on those parts of the Work which are specified to be performed by specialty contractors.

2.10 USE OF FACILITIES PRIOR TO COMPLETION OF CONTRACT

- A. Whenever in the opinion of the Director any Work under the Contract, or any portion(s) thereof, is in a condition suitable for use by the City, the City may, after written notice and designation from the Director to the Contractor, use (which includes, but is not limited to, taking over or placing into service) any portion(s) designated by the Director.
- B. The use of any portion(s) by the City shall not be construed as, and will not constitute acceptance in any sense, of any portion(s) of the Work of the Contractor nor will such use trigger the running of any warranty and/or guarantee periods.
- C. All necessary repairs, renewals, changes, or modifications in the Work or any portion thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship, the operations of the Contractor, or any other cause, shall be made at the expense of the Contractor.
- D. The use of any portion(s) by the City shall not relieve the Contractor of any of his/her responsibilities or liabilities under the Contract nor constitute a waiver by the City of any of the conditions thereof. Said use shall not cancel liquidated damages as of the first date of use, or any continuance thereof, nor impair, reduce, or change the amount of liquidated damages.

2.11 COOPERATION WITH OTHER WORK FORCES

- A. The City reserves the right to perform other Work at or near the site at any time by the use of its own forces or other contractors.
- B. Other contractors, other utilities and public agencies or their contractors, other City contractors, and City personnel may be working in the vicinity during the project construction period. There may be some interference between these activities and the Work under the Contract Documents. The Contractor shall cooperate and coordinate his/her Work with that of other Work forces to assure timely Contract completion.

2.12 AGREEMENTS WITH PROPERTY OWNERS

Agreements with property owners for storing excavated material, storing any other materials, or for any other purpose related to the Work shall be made in writing and a copy submitted to the Director for his/her information. All storage charges shall be at the Contractor's sole expense.

2.13 PROTECTION OF PROPERTY

All public and private property, pavement or improvement, shall be safely guarded from damage or loss in connection with this Contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he/she shall immediately notify the property owners or authorities. All damages and losses incurred shall be paid by the Contractor.

2.14 **CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES**

A. Risk of Loss

Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the Work caused by force majeure, the Contractor shall bear all losses resulting to him/her on account of the amount or character of the Work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the Work, or because the nature of the ground in or on which the Work is done is different from what is assumed. The Contractor shall bear the risk for any City equipment, material, or supplies with which he/she has been entrusted.

B. Materials and Facilities

The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of his/her failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

1. The Contractor shall be responsible for any materials so furnished and for the care of all Work until its completion and final acceptance, and he/she shall at his/her own expense replace damaged or lost materials and repair damaged parts of the Work.
2. The Contractor shall protect City facilities from damage resulting from his/her Work. City facilities damaged by, or as a result of, the Contractor's Work under this Contract shall be repaired or replaced, as directed by the Director, at the Contractor's expense.
3. The Contractor shall remove from the vicinity of the completed Work all buildings, rubbish, unused material, concrete forms, and other materials belonging or used under his/her direction during construction. If Contractor fails to completely remove such items within a reasonable time the City may do so at the Contractor's expense.

C. Laws and Regulations

1. The Contractor shall obey all laws, ordinances, and regulations in any manner affecting those engaged or employed on the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all court orders and decrees having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order, or decree, he/she shall immediately report the same in writing to the Director.
2. Contractor shall, at all times, cause all his/her agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before Final Completion of this Contract.
3. Nothing in the Contract Documents shall be construed to permit Work not conforming to such laws, ordinances, and regulations. If the Contractor ascertains at any time that any requirement of this Contract is at variance with such applicable law requirement, he/she shall immediately notify the Director.
4. If such applicable law requirement was not in effect on the date of submission of bids, any necessary adjustment of the Contract price shall be made as provided in Article 6 herein. If such

applicable law requirement was in effect on said date of bid submission, no adjustment of Contract price will be considered.

5. The Contractor, at his/her own expense, shall pay all taxes properly assessed against his/her equipment, materials, or property used or required in connection with the Work.

2.15 **WARRANTY AND CORRECTIONS**

A. Warranty

1. **Warranty.** The Contractor warrants to the City that: (i) materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents; (ii) the Work will be of good quality and free from defects; (iii) the Work will conform to the requirements of the Contract Documents; and (iv) Contractor will deliver the Project free of stop notice claims. Work not conforming to these requirements, including substitutions not accepted by the City, will be deemed defective. The Contractor's warranty excludes improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the correction obligation of Paragraph 2.04 herein.
2. **Overlap.** Where any warranties provided under the Contract Documents overlap, conflict, or are duplicative, Contractor will be bound by the more stringent requirements.
3. **Procurement and Assignment of Warranties:** Contractor shall obtain in the name of City, or transfer or assign to City or City's designee prior to the time of Final Completion of the Work, any and all warranties or guarantees which Contractor is required to obtain pursuant to the contract Documents and which Contractor obtained from any other person or entity other than Contractor including, but not limited to, Subcontractors and manufacturers, and further agrees to perform the Work in such a manner so as to preserve any and all such warranties. Contractor shall secure written warranties from all Subcontractors. Contractor and its Subcontractors shall offer any warranty upgrades or extensions that are offered by manufacturers of any equipment or system installed in the Work to the City. Contractor shall deliver to City all warranty and guarantee documents and policies.
4. **Survival of Warranties:** The provisions of this paragraph 2.15 will survive Contractor's completion of the Work or termination of Contractor's performance of the Work.

B. Correction of Work

1. **Before or After Final Completion.** The Contractor shall promptly correct Work rejected by the City or City's designee, as failing to conform to the requirements of the Contract Documents, whether discovered before or after Final Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing, inspections, and compensation for the City's services and expenses made necessary thereby, will be at the Contractor's expense within the Contract Price.
2. **After Final Completion.**
 - (a) In addition to the Contractor's warranty obligations under Paragraph 2.15-A, if, within one (1) year after the date of Final Completion of the Work or within the time period established by any applicable special warranty required by the Contract

Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall commence correction or replacement of such Work within forty-eight (48) hours after receipt of written notice from the City to do so. The Contractor shall perform such corrective work without charge or cost to the City after Final Completion of the Work. The City shall give such notice promptly after discovery of the condition.

(b) If the Contractor fails to commence correction or replacement of non-conforming Work within forty-eight (48) hours after receipt of written notice, the City will proceed to have defects repaired or replaced at the expense of the Contractor and its Performance Bond surety, plus fifteen percent (15%) for the City's overhead and administrative expense. The City may charge such costs against any payment due Contractor. If, in the opinion of the City, defective work creates a dangerous or hazardous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City may take immediate action, give notice, make such correction, or provide such attention and the cost of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the warranties provided in this Article or elsewhere in the Contract Documents.

3. Replacement or Removal of Defective or Unauthorized Work. The Contractor shall remove from the Site and replace those portions of the Work which are not in accordance with the requirements of the Contract Documents in a manner acceptable to and as ordered by the Director. No compensation shall be allowed for such removal or replacement. Director shall have authority to cause defective work to be remedied, removed or replaced and to deduct the costs from monies due or to become due to the Contractor.
4. Destruction or Damage. In the event the Contractor destroys or damages any construction of the City or another contractor while correcting or removing Work which is not in accordance with the requirements of these Contract Documents, the Contractor shall bear the cost of repairing or reconstructing that other construction as well.
5. No Limitation. Nothing contained in Paragraph 2.15-B will be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Paragraph 2.15-B relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the limitations periods established by statute for any construction defect or other causes of action.

2.16 CLEANING AND ENVIRONMENTAL CONTROLS

The Contractor, Subcontractors and employees shall comply with all litter and pollution laws and it shall be the responsibility of the Contractor to ensure compliance. The Contractor shall do all of the following:

- A. Maintain the Site free of waste materials, debris, and rubbish and in a clean and orderly condition; and Remove waste materials, debris and rubbish from site and dispose off-site legally.
- B. The Contractor shall maintain at his/her disposal any and all equipment necessary to prevent and remediate any sanitary sewer overflow arising out of the Work. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles, as directed by the Director, to maintain the affected areas in a condition of cleanliness acceptable to the City at all locations affected by the Contractor's

operations. For purposes of this Paragraph, the affected areas include the project Site as well as all haul routes to and from the project Site and all areas of construction and restoration which have not been completed.

- C. The Contractor shall take appropriate action to ensure that no dust originates from the project Site.
- D. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or ocean shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
- E. No debris, soil, silt, sand, bark, trash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or placed where same may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the Work area.

2.17 WATER POLLUTION CONTROL

A. The Contractor shall meet all applicable City of Vernon, state and federal clean water laws, rules and regulations including but not limited to all conditions set forth in the Vernon Municipal Code Chapter 21, Article 5 regarding stormwater and urban runoff controls as it relates to public agency activities including, but not limited to storm and/or sanitary sewer system inspection and repair, street sweeping, trash pick-up and disposal, and street and right-of-way construction and repair are required to implement and maintain the activity specific Best Management Practices (BMPs) listed in Table 2-1 below in compliance with the National Pollutant Discharge Elimination System (NPDES) requirements. Contractor shall not discharge any water containing trash, debris, pollutants, fuels, oils, soaps or other non-allowable constituents from its sweeping vehicles upon any city street, to any storm drain or any non-permitted outlet. As part of its submission, contractor shall describe its methods for preventing NPDES violations during sweeping operations within the City. In addition, Contractor shall comply with all NPDES requirements at its maintenance facilities, storage yards and company facilities. Failure to comply with this section may result in termination for cause by the City of any contract resulting from this solicitation.

Table 2-1. BMPs for Public Agency Facilities and Activities

General and Activity Specific BMPs	
General BMPs	Scheduling and Planning
	Spill Prevention and Control
	Sanitary/Septic Waste Management
	Material Use
	Safer Alternative Products
	Vehicle/Equipment Cleaning, Fueling and Maintenance
	Illicit Connection Detection, Reporting and Removal
	Illegal Spill Discharge Control
	Maintenance Facility Housekeeping Practices
Flexible Pavement	Asphalt Cement Crack and Joint Grinding/ Sealing
	Asphalt Paving

	Structural Pavement Failure (Digouts) Pavement Grinding and Paving
	Emergency Pothole Repairs
	Sealing Operations
Rigid Pavement	Portland Cement Crack and Joint Sealing
	Mudjacking and Drilling
	Concrete Slab and Spall Repair
Slope/Drains/Vegetation	Shoulder Grading
	Nonlandscaped Chemical Vegetation Control
	Nonlandscaped Mechanical Vegetation Control/Mowing
	Nonlandscaped Tree and Shrub Pruning, Brush Chipping, Tree and Shrub Removal
	Fence Repair
	Drainage Ditch and Channel Maintenance
	Drain and Culvert Maintenance
	Curb and Sidewalk Repair

Litter/ Debris/ Graffiti	Sweeping Operations
	Litter and Debris Removal
	Emergency Response and Cleanup Practices
	Graffiti Removal
Landscaping	Chemical Vegetation Control
	Manual Vegetation Control
	Landscaped Mechanical Vegetation Control/ Mowing
	Landscaped Tree and Shrub Pruning, Brush Chipping, Tree and Shrub Removal
	Irrigation Line Repairs
	Irrigation (Watering), Potable and Nonpotable
Environmental	Storm Drain Stenciling
	Roadside Slope Inspection
	Roadside Stabilization
	Stormwater Treatment Devices
	Traction Sand Trap Devices
Bridges	Welding and Grinding
	Sandblasting, Wet Blast with Sand Injection and Hydroblasting
	Painting
	Bridge Repairs
Other Structures	Pump Station Cleaning
	Tube and Tunnel Maintenance and Repair
	Tow Truck Operations
	Toll Booth Lane Scrubbing Operations

Electrical	Sawcutting for Loop Installation
Traffic Guidance	Thermoplastic Striping and Marking
	Paint Striping and Marking
	Raised/ Recessed Pavement Marker Application and Removal
	Sign Repair and Maintenance
	Median Barrier and Guard Rail Repair
Emergency Vehicle Energy Attenuation Repair	
Storm Maintenance	Minor Slides and Slipouts Cleanup/ Repair
Management and Support	Building and Grounds Maintenance
	Storage of Hazardous Materials (Working Stock)
	Material Storage Control (Hazardous Waste)
	Outdoor Storage of Raw Materials
	Vehicle and Equipment Fueling
	Vehicle and Equipment Cleaning
	Vehicle and Equipment Maintenance and Repair
Aboveground and Underground Tank Leak and Spill Control	

B. Water Quality Protection Requirements for Construction Projects with Less than One (1) Acre of Disturbed Soil.

All construction projects, regardless of size, will be required to implement best management practices (BMPs) necessary to reduce pollutants to the Maximum Extent Practicable (MEP) to meet the minimum water quality protection requirements and implement all applicable set of BMPs as defined in Table 2-2.

Category	Minimum Requirements	BMPs
1. Sediment Control	Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs.	Sediment Controls
2. Non-Stormwater Management, Waste Management and Materials Pollution Control	Construction-related materials, wastes, spills or residues shall be retained at the project site to avoid discharge to streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project sites.	Non-Stormwater Management and Waste Management
3. Erosion Control	Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.	Erosion Controls

Please refer to the California Stormwater Quality Association's Construction Handbook (available on their website: www.cabmphandbooks.com) for further information regarding the BMPs listed in Table 2-2.

All construction projects with Less than One (1) Acre of Disturbed Soil shall submit to the City a signed Statement of Intent to Comply with Minimum Requirements of the Stormwater Permit (Exhibit 5).

The Contractor may self-certify that the following training was completed on an annual basis providing they certify they have received all applicable training:

- The Contractor shall train all of their employees in targeted positions (whose interactions, jobs, and activities affect stormwater quality) on the requirements of the overall stormwater management program.
- When the Work includes the use or have the potential to use pesticides or fertilizers, the Contractor shall train all of their employees (whether or not they normally apply pesticides or fertilizers as part of their work). Training programs shall address:
 - 1) The potential for pesticide-related surface water toxicity
 - 2) Proper use, handling, and disposal of pesticides
 - 3) Least toxic methods of pest prevention and control, including Integrated Pest Management
 - 4) Reduction of pesticide use

- C. Water Quality Protection Requirements for Construction Projects with One (1) Acre (or greater) of Disturbed Soil. In addition to the minimum BMPs required in Paragraphs A and B, all construction projects where at least one (1) acre of soil will be disturbed, construction activity that results in land surface disturbances of less than one acre if the activity is part of a larger common plan of development, or the sale of one or more acres of disturbed land surface requires a Construction Activities Storm Water General Permit (2009-0009-DWQ Permit).

Prior to commencement of construction activities, the Permit Registration Documents (PRDs) must be submitted electronically in the Storm Water Multi-Application Report Tracking System (SMARTS) (<http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>). PRDs consist of the Notice of Intent, Risk Assessment, Post-Construction Calculations, a Site Map, the Storm Water Pollution Prevention Plan (SWPPP), a signed certification statement by the Legally Responsible Person (LRP), and the first annual fee.

See: http://www.swrcb.ca.gov/water_issues/programs/stormwater/construction.shtml for more information. A Waste Discharger Identification (WDID) will be emailed to the LRP after the PRDs have been submitted and are deemed complete. Construction activities cannot begin until a WDID is issued by the State Water Resources Control Board. Contractor shall bear the costs of any delays to the Project caused by a delay in obtaining its WDID.

The SWPPP shall include:

1. The name, location, period of construction, and a brief description of the project;
2. Contact information for the owner and contractor;
3. The building permit number for the project;
4. The grading permit number for the project (where applicable);
5. A list of major construction materials, wastes, and activities at the project site;

6. A list of best management practices to be used to control pollutant discharges from major construction materials, wastes, and activities;
7. A site plan (construction plans may be used) indicating the selection of BMPs and their location where appropriate;
8. Non-storm water discharges, their locations, and the BMPs necessary to prevent the discharge;
9. A maintenance and self-inspection schedule of the BMPs to determine the effectiveness and necessary repairs of the BMPs; and
10. A certification statement that all required and selected BMPs will be effectively implemented.

Within seven (7) days after the City awards the Contract, the Contractor shall submit seven (7) copies of the proposed SWPPP to the City. The City shall review the SWPPP within 14 days of receipt of the plan. If revisions are required, the Contractor shall revise and re-submit the document within seven (7) days of its receipt of the City's comments. The City shall then have seven (7) days to consider the revisions made by the Contractor and approve the SWPPP.

The Contractor shall maintain a minimum of two (2) readily accessible copies of the SWPPP at the Project site. The SWPPP shall be made available upon request of a representative of the Los Angeles Regional Water Quality Control Board (LARWQCB) or the U.S. Environmental Protection Agency (U.S. EPA). Requests by environmental groups and the public shall be directed to the City.

D. Best Management Practices

The objective of the SWPPP is to identify potential sources of pollution that may reasonably affect the quality of storm water discharge associated with construction activities. The plan will describe and ensure the implementation of Best Management Practices (BMPs) which will be used to reduce pollutants in the storm water discharges from the construction site. A Best Management Practice is defined as any program, technology, process, operating method, measure, or device that controls, prevents, removes, or reduces pollution. The Contractor shall select appropriate BMPs from the California Stormwater BMP Handbook, Municipal, Industrial, New Development, and Construction Volumes (www.cabmphandbooks.com) in conjunction with all activities and construction operations. Copies of the California Stormwater BMP Handbooks may be obtained from:

California Stormwater Quality Association
P.O. Box 2313
Livermore, CA 94551
www.cabmphandbooks.com

Cashier
Los Angeles County DPW
900 South Fremont Avenue
Alhambra, CA 91803
Tel. No. (626) 458-6959

E. Implementation

The Contractor will be responsible throughout the duration of the Project for the installation, monitoring, inspection and maintenance of the BMPs included in the SWPPP and for removing and disposing of temporary BMPs. The Contractor may be required to implement additional BMPs as a result of changes in actual field conditions, contractor's activities, or construction operations.

The Contractor shall demonstrate the ability and preparedness to fully deploy these SWPPP control measures to protect soil-disturbed areas of the project site before the onset of precipitation

and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy these control measures.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with these control measures unless fair weather is predicted through the following day. The Contractor shall monitor daily weather forecasts. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The City may order the suspension of construction operations which are creating water pollution if the Contractor fails to conform to the requirements of this Paragraph 2.17. Unless otherwise directed by the City, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of the Work.

- F. Sewage Spill Prevention. The Contractor's attention is directed to the sewer bypass operation required during any sewer construction pursuant to the 2012 edition of the "Greenbook" Standard Specifications for Public Works Construction, Section 500.1.2.4 or as that section is subsequently amended.

The Contractor shall exercise extraordinary care to prevent the cause of events that may lead to a sewage spill. In the event of a sewage spill, the Contractor shall make arrangements for an emergency response unit comprised of emergency response equipment and trained personnel to be immediately dispatched to the project site.

The Contractor shall be fully responsible for preventing and containing sewage spills as well as recovering and properly disposing of raw sewage. In addition, the Contractor is responsible for any fines, penalties and liabilities arising from negligently causing a sewage spill. Any utility that is damaged by the contractor shall be immediately repaired at the Contractor's expense. The Contractor shall take all measures necessary to prevent further damage or service interruption and to contain and clean up the sewage spills.

- G. Sewage Spill Telephone Notification

Should a sewage spill occur, the Contractor shall immediately report the incident to either one of these two City Departments:

Sewer Maintenance Services	Public Works, Water and Development Services
Fire Department Dispatch Center	323-583-8811 extension 351

The Contractor is encouraged to obtain telephone numbers, pager numbers and cellular telephone numbers of City representatives such as Project Managers and Inspectors. However, if these City representatives are not available, then the Contractor shall immediately call:

Scott B. Rigg (323) 583-8811 extension 279

- H. Sewage Spill Written Notification

The Contractor shall prepare and submit a written report to the Director within three (3) Working Days from the occurrence of a spill to the City. This report shall describe all of the following:

- 1. The exact location on the Thomas Guide map

2. The nature and volume
3. The date, time and duration
4. The cause
5. The type of remedial and/or cleanup measures taken and date and time implemented
6. The corrective and preventive action taken, and
7. The water body impacted and results of necessary monitoring

I. Enforcement

The City is subject to enforcement actions by the LARWQCB, U.S. EPA, environmental groups and private citizens. The Contractor shall indemnify, defend and hold City, its officers, agents and employees harmless from Contractor's failure to comply and/or fulfill the requirements set forth in this Paragraph 2.17. Contractor shall be responsible for all costs and liabilities imposed by law as result of Contractor's failure to comply and/or fulfill the requirements set forth in this Paragraph 2.17. The costs and liabilities include, but are not limited to fines, penalties and damages whether assessed against the City or the Contractor.

In addition to any remedy authorized by law, any money due to the Contractor under this contract shall be retained by the City until all costs and liabilities imposed by law against the City or Contractor have been satisfied.

J. Maintenance

The Contractor shall ensure the proper implementation and functioning of BMP control measures and shall regularly inspect and maintain the construction site for the BMPs identified in the SWPPP. The Contractor shall identify corrective actions and time frames in order to properly address any damaged measure, or reinstate any BMPs that have been discontinued.

If the City identifies a deficiency in the deployment or functioning of identified control measures, the deficiency shall be corrected by the Contractor immediately or by a later date and time if agreed to by Director and if requested in writing, but not later than the onset of the subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the City.

K. Payment

All costs involved in the implementation of the SWPPP, including furnishing all labor, materials, tools, equipment and all incidentals; and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of control measures, except those that were installed as a part of another structure, shall be included in the unit prices bid for the various related items of work and no additional compensation will be made therefor.

2.18 RECYCLED, REUSABLE AND RECYCLABLE PRODUCTS

The Contractor is encouraged to propose recycled, reusable and recyclable products for use by the City. Those items should be clearly identified. The City may require further information or documentation to ascertain the suitability/appropriateness of a proposed product.

[END OF ARTICLE]

ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION

3.01 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

A. Notice to Proceed

The Contractor is not authorized to perform any Work the Contract Documents until he/she has received from the City an official notification to commence Work. The date on which the notification is received by the Contractor is herein referred to as the Notice to Proceed. The Contractor shall commence Work on the Date of Commencement established in the Notice to Proceed is issued. The Notice to Proceed shall be issued after the Contract is properly executed, bonds are furnished and approved, and insurance has been submitted and approved.

B. Prosecution of the Work

Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time. The Contractor expressly proposes that he/she has taken into consideration and made allowances for all ordinary delays and hindrances to the Work to be performed and that he/she will complete the Work within the specified time.

C. Required Contract Completion

Time is of the essence in the completion of this Contract. The Work shall be completed in its entirety within **three years** following the Date of Commencement established in the terms and conditions of the contract. By executing the Contract, Contractor confirms that the Contract Time is a reasonable period for performing the Work.

3.02 CITY'S DISCRETION TO EXTEND CONTRACT TIME

In the event the Work required hereunder is not satisfactorily completed in all parts and in compliance with the Contract Documents, City shall have the right, in its sole discretion, to increase the number of Working Days or not, as may seem best to serve the interest of City. A change order extending the Contract Time only will be issued by the City should the City decide to increase the number of Working Days.

3.03 SUBSTANTIAL COMPLETION

A. Contractor Request for Inspection and Punch List

When the Contractor considers that it has achieved Substantial Completion of the Work, or designated portion thereof, Contractor shall prepare and submit to the Director a request for inspection and a comprehensive punch list of items to be completed or corrected prior to Final Payment. Failure to include an item on such punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

B. City Inspection

Upon receipt of the Contractor's punch list, the Director will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the inspection discloses any item, whether or not included on the Contractor's punch list, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or

designated portion thereof for its intended use, the Contractor shall, before City's issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by City. The Contractor shall then submit a request for another inspection by City to determine Substantial Completion.

C. Certificate of Substantial Completion

When the Work or designated portion thereof is substantially complete, the Director will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all items on the Contractor's punch list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work. Contractor shall deliver to City all warranty and guarantee documents and policies.

3.04 DELAYS AND EXTENSIONS OF TIME FOR CONTRACTOR

- A. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. In the event of any delay to the Work, the Contractor shall revise his/her sequence of operations, to the extent possible under the terms of the Contract, to offset the delay.
- B. If any delay to the Work is caused by circumstances within the Contractor's control, it is not excusable and not compensable, and the Contractor will not be entitled to any extension of time or to any other compensation for damages resulting directly or indirectly therefrom.
- C. If any delay having a direct effect on the Work is caused by circumstances beyond the control of the Contractor except for causes of delay specified in Paragraph 3.04-D., such delay may be excusable and may entitle the Contractor to an equivalent extension of time, but not to any other compensation. Excusable but not compensable causes include but are not limited to labor disputes, weather conditions unfavorable for prosecution of the Work, and force majeure.
- D. If any delay having a direct effect on the Work is caused by failure of the City to provide information as specified, or necessary instructions for carrying on the Work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility such delay may be compensable and may entitle the Contractor to an equivalent extension of time, and to compensation for damages resulting directly from any of the causes of delay specified in this paragraph.
- E. The Contractor shall notify the Director in writing of any delay having a direct effect on the Work and the causes thereof within 15 days from the beginning of such delay.
- F. Any claim for an extension of time or for compensation for damages resulting from delay shall be made in writing to the Director not more than 30 days after the ending of such delay. The Contractor shall provide a written report evaluating the impact of the delay which shall include, at a minimum, all of the following:
 - 1. a narrative description of the delay and its impact on the critical path to Substantial Completion of the Work or a portion of the Work designated by City;
 - 2. a detailed breakdown of the Allowable Costs, if any, sought by Contractor due to the delay;

3. the number of days of extension sought by Contractor as an adjustment to the Contract time;
4. a statement that Contractor has complied with the requirements of the General Conditions for written notice of delays, along with the dates and copies of such notices;
5. the measures taken by Contractor and Subcontractors to prevent or minimize the delay; and
6. the Contractor's recommendations for reordering or re-sequencing the Work to avoid or minimize further delay.

No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of the overall Work under the Contract or the timely completion of a portion of the Work for which a time of completion is specified.

- G. The Director will investigate the facts and ascertain the extent of the delay, and his/her findings thereon shall be final and conclusive.
- H. Failure of the Contractor to give written notice of a delay, or to submit or document a claim for an extension of time or for damages resulting from delay in the manner and within the times stated above shall constitute a waiver of all claims thereto.
- I. When a Contractor experiences two concurrent delays, one compensable and the other excusable, no compensation other than an extension of time will be allowed.
- J. An extension of time must be approved by the Director to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the Contract.

3.05 CLIMATIC CONDITIONS

- A. The Director may suspend the Work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the Work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- B. If the Contractor believes that Work should be suspended under this Paragraph 3.05, he/she may request such suspension. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- C. No extension of time will be granted for suspension of Work unless the suspension affects the timely completion of all Work under the Contract or the timely completion of a portion of the Work for which a time of completion is specified. Determination that the suspension for inclement weather conditions or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the Director and the Contractor on each day that Work is suspended. In the event of failure to agree, the Contractor may protest under the provisions of Paragraph 7.07.
- D. If Work is suspended and an extension of time is granted under this Paragraph 3.05 the Contractor will be entitled to a one day extension of time for each day that he/she is unable to Work at least one-half of his/her current normal Work day; and if the Work is suspended at the regular starting time on any Work day and the Contractor's Workforce is dismissed as a result thereof, then he/she will

be entitled to a one day extension of time whether or not conditions change thereafter and the major portion of the day is suitable for Work.

3.06 COMPLETION AND ACCEPTANCE

- A. Upon request by the Contractor, the Director shall conduct a final inspection of the Work. If, in the Director's opinion, Final Completion has been achieved, the Director will accept the Work by issuing a "Notice of Completion" of the Work to the Contractor. Upon the issuance of the Notice of Completion the Contractor will be relieved from responsibility to protect the Work.
- B. Within 15 calendar days after issuing the Notice of Completion, the Director will record the Notice of Completion with the County Recorder.

3.07 LIQUIDATED DAMAGES

- A. Contractor and City agree to liquidate damages in the amount of FIVE HUNDRED dollars (\$500.00) per day, with respect to Contractor's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. The Contractor acknowledges and agrees that the liquidated damages are intended to compensate City solely for the Contractor's failure to meet the deadline for Substantial Completion and shall not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.
- B. In the event that Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Contractor agrees to pay City the amount specified in the Contract form for each calendar day that Substantial Completion is delayed.
- C. Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the effective date hereof and have agreed to such liquidated damages to fix City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amount are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.
- D. It is further mutually agreed that City shall have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages. Contractor shall pay the difference to City.

[END OF ARTICLE]

ARTICLE 4 - CONSTRUCTION SCHEDULES

4.01 BASELINE PROJECT SCHEDULE

The Contractor shall submit his/her work Baseline Project Schedule, in electronic as well as hard-copy format, to the Director at the pre-construction meeting showing in detail how the Contractor plans to execute and coordinate the Work. The construction schedule shall show the sequence of work, critical path and estimated time for completion of each segment of work. This schedule must be reviewed and accepted by the Director before the Contractor will be permitted to begin work. In addition, the Contractor shall submit a detailed schedule forecasting two (2) weeks of work describing each day's work. This schedule shall be updated and submitted to the City every other Monday during the construction period. The Contractor shall give 48 hours notice to the City Engineer prior to the start of the work.

A. Format

1. At a minimum, the Baseline Project Schedule activities shall be coded on a work discipline basis and by geographic area or location on the Project. The Baseline Project Schedule shall include a detailed description of each activity code. The Baseline Project Schedule shall be based on and incorporate contract milestone and completion dates specified in the Contract Documents. It shall depict events, jobs, and their interrelationships and shall recognize the progress that must be made on one task before subsequent tasks can begin. The schedule shall be comprehensive and shall include all logical interdependencies and interactions required to perform the Work of the Project.
2. Overall time of completion and time of completion for each milestone shown on the Schedule shall adhere to the specified Contract Time, unless an earlier (advanced) time of completion is requested by Contractor, agreed to by the City and formalized by Change Order.
3. Contractor shall use the latest version of Microsoft Project or equivalent software agreed to by the parties.
4. The City will review the submitted Baseline Project Schedule for conformance with these scheduling requirements. Within fourteen (14) calendar days after receipt, the City will accept the proposed Baseline Project Schedule or will return it with comments. If the proposed Baseline Project Schedule is accepted by the City, it shall be deemed part of the Contract Documents. If the Baseline Project Schedule is not accepted by City, Contractor shall revise the Baseline Project Schedule, in accordance with the recommendations of the City, and re-submit same for acceptance, no later than seven (7) calendar days after receipt of said recommendation.
5. Acceptance of Baseline Project Schedule by City, failure to include an element of work, or inaccuracy in Baseline Project Schedule shall not relieve Contractor from the responsibility for accomplishing the Work in accordance with the Contract Documents.

B. Float

1. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion of the milestones and/or time of completion. All other Work activities are defined as non-critical Work activities and are considered to have float. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of the milestones and/or time of completion. Float is considered a Project resource available to either party or both parties as needed. Once identified, Contractor shall monitor, account for, and maintain float in accordance with Critical Path Methodology.

2. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume all float associated with that non-critical Work activity and cause the Work activity to become critical.
3. It is acknowledged that City-caused time savings (i.e., critical path submittal reviews returned in less time than allowed by the Contract Documents, approval of substitution requests which result in a savings of time for Contractor, etc.) create shared float. Accordingly, City-caused delays may be offset by City-caused time savings.

C. Weather (This section applies only to projects of one (1) year duration or longer)

The completion time contemplated by this Contract anticipates five (5) lost days (Work Days) due to normal weather conditions annually and prorated for any duration less than twelve months. Only unusual or extreme weather conditions, as determined by the National Oceanic and Atmospheric Administration, for the time of year will be considered as justification for an extension of time to complete the Project, and only after the five (5) weather days have been utilized. Annual weather days are not cumulative, and unused days shall become "float" for the benefit of the project, and the schedule adjusted accordingly. The use of weather days by the Contractor shall be subject to all the conditions of claim for an extension of time. The Contractor shall notify the City in writing within ten (10) days of the commencement of each rain event.

D. Early Completion

While the Contractor may schedule completion of the Project earlier than the date established by the Contract Documents, no additional compensation shall become due the Contractor for the use of float time between the Contractor's projected early completion date and the date for Substantial Completion established by the Contract Documents, unless an earlier (advanced) time of completion is requested by Contractor, agreed to by the City, and formalized by Change Order.

4.02 SCHEDULE UPDATES

- A. With each Application for Payment submitted by Contractor (other than the final Application for Payment), the Contractor shall submit to the City an updated Project Schedule revised to indicate the Work completed, status of Work in progress, all progress slippages, corrective actions taken, or slippage carry-over, for all anticipated delays or difficulties, and all other information required to accurately present the actual status of the progress of the Work as of the date of the Application for Payment. If the Contractor does not submit an updated Project Schedule with an Application for Payment, City may withhold payment, in whole or in part, until the updated Project Schedule is submitted. In the event that an update to the Project Schedule indicates a delay to the Contract Time the Contractor shall propose an affirmative plan to correct each such delay, including overtime and/or additional labor, if necessary. In no event shall any Project Schedule update constitute an adjustment in the Contract Time, any deadline, or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order or Work Directive.
- B. At no time shall historical data contained within the updated Project Schedule (i.e. completed activities) be removed and/or altered in any way. This historical data is to be preserved within each of the updated Project Schedules and submitted with the final schedule update to reflect the actual start and finish dates for each activity within the Schedule.
- C. Any work stoppages within individual work activities that exceed seven (7) calendar days in duration shall be clearly indicated within the updated Project Schedule. In cases where unplanned activity work

stoppages exceed seven (7) calendar days activities shall be added to the Project Schedule to clearly indicate the work stoppage period and identify forecasted resumption and completion of the activity where work has stopped. Contractor shall clearly note all schedule revisions when Project Schedule updates are submitted, as required in this Paragraph 4.02 above.

4.03 NONCOMPENSABLE EXTRAORDINARY MEASURES

- A. Should the City determine, in its sole judgment, that the performance of the Work has not progressed to the level of completion required by the Contract Documents, City shall have the right to order the Contractor to take corrective measures to expedite the progress of construction, at no additional cost to the City, including, without limitation, the following:
1. Working additional shifts of overtime.
 2. Supplying additional manpower, equipment, and/or facilities.
 3. Reschedule activities to maximize practical concurrence of accomplishment of activities.
 4. Submitting a Recovery Schedule discussed above, for resequencing performance of the Work or other similar measures.
 5. Any other actions that may be necessary to mitigate delays.
- B. Such Extraordinary Measures shall continue until the progress of the Work is no longer behind schedule and/or reaches the stage of completion required by the Contract Documents. Contractor shall not be entitled to an adjustment in the Contract Sum in connection with the performance of any such Extraordinary Measures required by the City under this Paragraph. The City may exercise the rights furnished the City pursuant to this Paragraph as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with the Contract Time or interim completion dates set forth in the Contract Documents. If Contractor or its Subcontractors fail to implement or commence Extraordinary Measures within ten (10) calendar days of City's written demand, City may, without prejudice to other remedies, take corrective action at the expense of the Contractor which shall reduce the Contract Sum accordingly.

4.04 CONDITION OF PAYMENT

Compliance by Contractor with the requirements of the Contract Documents pertaining to preparation, submission, revising and updating of the Schedule is a condition precedent to City's obligation to make payment to Contractor of any or all sums that might otherwise be due to Contractor in the absence of such noncompliance. Payment by City under circumstances in which City, for any reason, fails or elects not to assert its right to withhold payment for noncompliance with this Paragraph shall not be construed as a waiver of the right to withhold future payments on account of such noncompliance or any other noncompliance.

[END OF ARTICLE]

ARTICLE 5 - SUSPENSION OR TERMINATION OF CONTRACT

5.01 TERMINATION BY THE CONTRACTOR

- A. Contractor shall have the right to terminate its performance of the Contract only upon the occurrence of one of the following:
1. The Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, any Subcontractor, Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, due to:
 - a. the issuance of an order of a court or other public authority having jurisdiction; or
 - b. an act of government, such as a declaration of national emergency making material unavailable;and Contractor has given City written notice within ten (10) days of the occurrence of such ground for termination, then the Contractor may, upon thirty (30) additional calendar days written notice to City, unless the reason has theretofore been cured, terminate its performance of the Work.
 2. The Work is stopped for a period of 120 consecutive days through no act or fault of Contractor, any Subcontractor, Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, because the City has persistently failed to perform any material obligation under the Contract Documents and fails to cure such default within ninety (90) days after the receipt of notice from Contractor stating the nature of such default.
- B. If Contractor terminates its performance of the Contract in accordance with this Paragraph 5.01, the City shall pay Contractor for the Work executed through the date of termination as set forth in Paragraph 5.04-C below.

5.02 TERMINATION BY THE CITY FOR CAUSE

A. Grounds

The City shall have the right to terminate the Contractor's performance of the Contract, in whole or in part, without liability to City if:

1. Contractor fails promptly to begin the Work under the Contract Documents; or
2. Contractor refuses or fails to supply enough properly skilled workers or proper materials; or
3. Contractor fails to perform the Work in accordance with the Contract Documents, including conforming to applicable standards set forth therein in constructing the Project, or refuses to remove and replace rejected materials or unacceptable Work; or
4. Contractor discontinues the prosecution of the Work (exclusive of work stoppage: (a) due to termination by City; or (b) due to and during the continuance of a Force Majeure event or suspension by City); or

5. Contractor fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from City to do so or (if applicable) after cessation of the event preventing performance; or
6. Any representation or warranty made by Contractor in the Contract Documents or any certificate, schedule, instrument, or other document delivered by Contractor pursuant to the Contract Documents shall have been false or materially misleading when made; or
7. Contractor fails to make payment to Subcontractors or Material Suppliers for materials or labor in accordance with the respective Contract Documents and applicable law; or
8. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
9. Contractor is guilty of breach of a provision of the Contract Documents; or
10. Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to the Contract. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Contract and declare it null and void.

B. City's Rights.

When any of the reasons specified in Paragraph 5.02-A exist, the City may, in addition to and without prejudice to any other rights or remedies of the City, and after giving the Contractor five (5) calendar days written notice, terminate Contractor's performance of the Work, in whole or in part, and may:

1. Take possession of the site and all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor;
2. Withhold from Contractor amounts unpaid hereunder and to offset such amounts against damages or losses incurred by City;
3. Accept assignment of subcontracts from Contractor, at the sole discretion of City, and
4. Finish the Work by whatever reasonable method the City may deem expedient.

Upon request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

C. Costs

If City's costs to complete and damages incurred due to Contractor's default exceed the unpaid Contract balance, the Contractor shall pay the difference to the City.

D. Wrongful Termination

If it has been adjudicated or otherwise determined that City has wrongfully terminated the Contractor for cause, then said termination shall be deemed converted to a termination for convenience as set

forth in Paragraph 5.04 and Contractor's remedy for wrongful termination in such event shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 5.04.

5.03 PARTIAL DELETION OR SUSPENSION OF WORK BY THE CITY

- A. Contractor agrees that the City may determine whether any or all of the Work described in the Contract Documents shall be deleted or performance suspended without electing to terminate the Contractor's performance under the Contract and without any penalty being incurred by the City.
- B. Any such partial deletion or suspension of the Work shall in no way void or invalidate the Contract nor shall it provide Contractor with any basis for seeking payment from City for Work deleted or suspended except to the extent such Work has already been performed and is otherwise compensable under the Contract.
- C. The City shall have the right to later have any such suspended or deleted Work performed by Contractor or others without any penalty to the City.
- D. In the event of any partial or complete deletion or suspension of Work, the City shall furnish Contractor with prompt written notice thereof, and the City shall be entitled to take possession of and have as its property all Record Documents, Accounting Records, and other data prepared by Contractor or its Subcontractors.
- E. **Suspension for Convenience.**
 - 1. The City may at any time and from time to time, without cause, order the Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time as the City may determine. Such order shall be specifically identified as a "Work Suspension Directive" under this Section.
 - 2. Upon receipt of a Work Suspension Directive, Contractor shall, at the City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Work Suspension Directive during the period of Work stoppage.
 - 3. Within the period of suspension, or such extension to that period as is agreed upon by Contractor and the City, the City shall either cancel the Work Suspension Directive or delete the Work covered by such Work Suspension Directive by issuing a Change Order or Construction Change Directive.
 - 4. If a Work Suspension Directive is cancelled or expires, Contractor shall continue the Work. A Change Order or Construction Change Directive will be issued to cover any adjustments of the Contract Sum and Contract Time necessarily caused by such suspension. No adjustment shall be made to the extent:
 - (a) That performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
 - (b) That an equitable adjustment is made or denied under another provision of the Contract.
- F. **Suspensions for Cause**

City has the authority by written order to suspend the Work, in whole or in part, without liability to City for Contractor's failure to:

1. Correct conditions unsafe for the Project personnel or general public, or
2. Carry out the Contract; or
3. Carry out orders of City.

G. Responsibilities of Contractor During Suspension Periods

During periods that Work is suspended, Contractor shall continue to be responsible for the Work and shall prevent damage or injury to the Project, provide for drainage, and shall erect necessary temporary structures, signs or other facilities required to maintain the Project and continue to perform according to the Contract Documents.

5.04 TERMINATION BY THE CITY FOR CONVENIENCE

A. Grounds

Without limiting any rights which City may have by reason of any default by Contractor hereunder, City may terminate Contractor's performance of the Contract, in whole or in part, at any time, for convenience upon fifteen (15) calendar days written notice to Contractor.

B. Contractor Actions

Upon receipt of such notice, Contractor shall perform the duties required by Paragraph 5.05 below. At the election of and as directed by the City, any or all of the subcontracts and purchase orders entered in to by Contractor prior to the effective date of termination shall be terminated or shall be assigned to City.

C. Compensation

1. If the Parties are unable to agree on the amount of a termination settlement, the City shall pay the Contractor the following amounts:
 - a. For Work performed before the effective date of termination, the total (without duplication of any items) of:
 - i. The cost of the Work; and
 - ii. A sum, as overhead and profit on the cost of the Work, determined by the City to be fair and reasonable. In no event shall Contractor be entitled to recover overhead or profit on Work not performed.
 - b. The reasonable costs of settlement of the Work terminated, including:
 - i. Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, if any; and
 - ii. Storage, transportation, and other costs reasonably necessary for the preservation, protection, or disposition of inventory.
2. Such payment shall be Contractor's exclusive remedy for termination for convenience and will be due and payable on the same conditions as set forth for final payment to the extent applicable.

Upon receipt of such payment, the Contractor and City shall have no further obligations to each other except for Contractor's obligations with respect to warranties, representations, indemnity, maintenance of insurance, and other obligations that survive termination or Final Completion as provided for herein.

3. It is understood and agreed that no fee, anticipated profit, compensation for lost opportunity costs, or other compensation or payment of any kind or character shall be due or payable for unperformed Work regardless of the basis of termination and the inclusion of this provision within this subparagraph shall in no way limit its application to termination under this Paragraph.
4. Contractor agrees that each of its subcontracts will reserve for the Contractor the same right of termination for convenience provided by this Paragraph 5.04.

D. No Consequential Damages

Under no circumstances shall Contractor be entitled to anticipatory or unearned profits or consequential or other damages as a result of a termination or partial termination under this Article 5. The payment to Contractor determined in accordance with this Article constitutes Contractor's exclusive remedy for a termination hereunder.

5.05 CONTRACTOR'S DUTIES UPON TERMINATION FOR CAUSE OR CONVENIENCE

If the City terminates Contractor's performance of Work under the Contract, for cause or convenience or if Contractor terminates a Subcontractor with the City's approval, Contractor shall:

- (1) cease performance of the Work to the extent specified in the notice;
- (2) take actions necessary or that the City may direct, for the protection and preservation of the Work;
- (3) settle outstanding liabilities, as directed by City;
- (4) transfer title and deliver to City Work in progress, specialized equipment necessary to perform the Work;
- (5) submit all Record Documents, Accounting Records and other data prepared pursuant to the Contract by Contractor and/or its Subcontractors, as applicable, to the City with fifteen (15) calendar days after the City's notice of termination in an organized, usable form, in both hard copy and electronic/digital form, with all items properly labeled to the degree of detail specified by the City; and,
- (6) except for Work directed by City to be performed prior to the effective date of termination stated in the notice, incur no further costs or expenses and enter into no further subcontracts and purchase orders.

No compensation shall be due Contractor, if any, until Contractor complies with the requirements of this Paragraph.

[END OF ARTICLE]

ARTICLE 6 – CHANGES

6.01 CITY'S RIGHT TO ORDER CHANGES

The City, without invalidating the Contract, may authorize changes in the Work consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly, if necessary. All such changes in the Work shall be authorized by Change Order or Construction Change Directive and Contractor shall perform such changes in the Work according to the applicable requirements of the Contract Documents.

6.02 APPLICABLE PROVISIONS

Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly and diligently with the change, unless otherwise provided in the Change Order or Construction Change Directive. It is of the essence to this Contract that all scope changes in the Work that form the basis of an adjustment of the Contract Sum or Contract Time must be authorized in advance in writing through either a Change Order or Construction Change Directive. A change in the Contract Sum or the Contract Time shall be accomplished only by Change Order or Construction Change Directive. Accordingly, no verbal directions, course of conduct or dealings between the Parties, express or implied acceptance of alterations or additions to the Work, or claim that the Contract has been abandoned or the City has been unjustly enriched by any alteration or addition to the Work shall be the basis of any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents.

6.03 NOTICE OF SCOPE CHANGE

Contractor shall submit written notice of any change in scope to the Director if, in the Contractor's opinion, any instruction, request, Drawings, Specifications, action, condition, omission, default, or other situation occurs that the Contractor believes constitutes a scope change or other matter resulting in Extra Work, for which Contractor believes it is entitled to an adjustment of the Contract Sum or Contract Time. Such notice shall be provided prior to performance of the Work affected by such occurrence and within seven (7) calendar days after the discovery date of the circumstances of such scope change or other matters. The written notice shall state the date, circumstances, extent of adjustment to the Contract Sum or the Contract Time, if any, requested. The mere presentation of such notice shall not establish the existence of any right by Contractor to adjustment of the Contract Sum or Contract Time. Failure to provide such timely written notice described herein shall constitute a waiver by Contractor of the right to any adjustment to the Contract Sum or Contract Time on account thereof.

6.04 CHANGE ORDERS

A. Computation

Methods used in determining adjustments to the Contract Sum by Change Order may include those listed in Paragraph 6.06 below.

B. Accord and Satisfaction

Agreement on any Change Order shall be a full compromise and settlement of all adjustments to Contract Time and Contract Sum, 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 effects of said 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, 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 whatever 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 (i) Change Order's must be in writing, signed by the City and Contractor and; (ii) that such written Change Orders are the exclusive method for effectuating any change to the Contract Sum and/or Contract Time.

6.05 CONSTRUCTION CHANGE DIRECTIVE (FIELD DIRECTIVE)

- A. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. The City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletion, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- B. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be calculated in accordance with Paragraph 6.06 herein (Pricing Changes in the Work).
- C. Upon receipt of the Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the City of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive, for determining the proposed adjustment in the Contract Sum or Contract Time.
- D. If Contractor believes a Construction Change Directive constitutes a basis for adjustment to the Contract Sum or Contract Time, then Contractor shall give a Notice of Scope Change provided in Paragraph 6.03, followed by a submission of a Change Order Request as required by Paragraph 6.08. Contractor shall, if requested by City in such Construction Change Directive or in a subsequent Construction Change Directive, proceed with the performance of the Work as described in the Construction Change Directive. Failure of Contractor to proceed with the performance of Work, as described in the Construction Change Directive shall give the City the right to carry out the Work, as set forth in Paragraph 2.05.
- E. A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- F. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the City on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, Allowable Mark-Ups in accordance with Paragraph 6.06(E) herein.

6.06 **PRICING CHANGES IN THE WORK**

A. **Alternative Methods of Pricing**

The amount of any adjustment by Change Order or Construction Change Directive increasing or decreasing the Contract Sum shall be determined by the Director using one or a combination of the following methods:

1. **Lump Sum.** By mutual acceptance of a lump sum proposal from Contractor properly itemized and supported by sufficient substantiating data to permit evaluation. Such proposal shall be based solely on Allowable Costs, as defined in Subparagraph 6.06-C, and Allowable Mark-Ups, as defined in Subparagraph 6.06-E, and shall not include any costs or expense that is not permitted by the terms of any provision of the Contract Documents.
2. **Unit Prices.** By unit prices contained in Contractor's original Bid and incorporated in the Contract Documents or fixed by subsequent agreement between City and Contractor. Unless otherwise stated in the Bidding Documents, unit prices stated in the Contract Documents or agreed upon by the County and Contractor shall be deemed to include and encompass all Allowable Markups.
3. **Time and Materials.** By calculating the actual Allowable Costs directly incurred, plus a sum for Allowable Mark-Ups on such Allowable Costs.
4. **Deletion of Work.** By Unit Prices contained in Contractor's original Bid and incorporated in the Contract Documents, or by using the Schedule of Values to determine the value of the decrease of the Contract Sum, less the value of any Work performed, plus a reasonable percentage of the decrease for the Contractor's saved overhead unless the Schedule of Values allocates general conditions costs to individual line items, in which case no percentage of the decrease shall be added. When a change consists of both addition and deletion of Work, the added costs and deleted costs shall be calculated separately, and then added together, resulting in the net cost for the change. The Allowable Mark-Up shall be applied to this net cost.

B. **Contractor Maintenance of Daily Records for Changes**

1. In the event that Contractor is directed to perform any Extra Work, or should Contractor encounter conditions which the Contractor believes would obligate the City to adjust the Contract Sum and/or the Contract Time, Contractor shall maintain detailed records of the cost of such changes on a daily basis summarized in a daily report supplemented by back-up records. Such records shall include without limitation:
 - a. **Labor.** At the close of each day on which such Extra Work is performed, Contractor shall submit an Extra Work labor report, on forms provided by Director, to Director that sets forth a list of the actual hours spent in performing the Extra Work, that clearly differentiates between the labor expended on the Extra Work and other Work, and the Allowable Costs for such Extra Work performed that day showing the names of workers, their classifications, hours worked and hourly rates.
 - b. **Materials, Equipment.** A list of Allowable Costs of materials and equipment consumed in the performance of the Extra Work on the day on which such Extra Work is performed, together with copies of applicable delivery tickets and unit prices for all materials and for all equipment used the type of equipment, identification number,

hours of operation (including loading and transportation) and hourly/daily rates involved for that day.

- c. Other Services or Expenditures. A list of other services and expenditures constituting Allowable Costs incurred in performance of the Extra Work on the day on which such Extra Work is performed, along with documentation verifying the amounts thereof in such detail as Director may require.
2. In the event that more than one change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, construction equipment, materials, and equipment for each such change. In the event that any Subcontractor of any tier shall provide or perform any portion of any change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Section.
3. Each daily record maintained hereunder shall be signed by Contractor; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete, and relates only to the change referenced therein. All records maintained by Subcontractors of any tier, relating to the costs of a change in the Work shall be signed by such Subcontractor's authorized project manager or superintendent.

All such records shall be forwarded to the Director on the day the Work is performed (same day) for independent verification. The Director shall attempt to review and reconcile costs for changes on a daily basis. Records not available on the day on which the Extra Work is performed, such as, but not limited to, material invoices, shall be submitted as soon as they are available but not later than five (5) calendar days after the earlier of the day of delivery or incorporation of the particular item of Extra Work at the Site.

4. The Director may additionally require authentication of all time and material tickets and invoices by persons designated by the Director for such purpose. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review, and/or reproduction such records, adjustments to the Contract Sum or Contract Time, if any, on account of any change to the Work may be deemed waived for that day. Contractor's obligation to maintain back-up records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to changes to the Work.
5. Waiver by Contractor. Failure to submit such records as are required by this Paragraph daily shall waive any rights for recovery of Allowable Costs incurred for Extra Work performed that day. The failure of the Contractor to secure any required authentication shall, if the City elects in its sole discretion to treat it as such, constitute a waiver by the Contractor of any right to adjustment of the Contract Sum for the Allowable Cost of all or that portion of the Extra Work covered by such non-authenticated ticket or invoice.

C. Allowable Costs

The term "Allowable Costs" shall mean in the case of Extra Work actual costs incurred by Contractor and/or any Subcontractor, regardless of tier, and necessarily involved in direct performance of the Extra Work, or in the case of deleted work the actual costs that would have been incurred in performing deleted work by Contractor and/or any Subcontractor, regardless of tier, and shall be limited to the following costs:

1. Labor. Straight-time wages or salaries, and overtime wages and salaries specifically authorized by City in writing, for employees employed at the site, or at fabrication sites off the site, in the direct performance of the Extra Work or that would have been incurred in the direct performance of the deleted work, based on the actual cost for wages prevailing locally for each craft or type of workers at the time the Extra Work is done or the deleted work is ordered eliminated. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The use of labor classification which would increase the Allowable Cost for Extra Work will not be permitted unless Contractor establishes the necessity for such additional costs.
2. Benefits. Payroll taxes, insurance, health and welfare, pension, vacation, apprenticeship funds and benefits required by lawful collective bargaining agreements for employees on straight-time wages or salaries, and on overtime wages and salaries specifically authorized by City in writing, for employees employed at the site, or at fabrication sites off the site, in the direct performance of the Extra Work or that would have been incurred in the direct performance of the deleted work.
3. Materials, Consumables. Costs of materials and consumable items which are furnished and incorporated into the Work, as approved by City, or that would have been incorporated into the Work in the case of deleted work shall be at the lowest price available to Contractor but in no event shall such costs exceed competitive wholesale prices obtainable from other Subcontractors, suppliers, manufacturers and distributors in the general vicinity of the site. If City determines, in its discretion, that the cost of materials is excessive, or if Contractor fails to furnish satisfactory evidence of the cost from the actual supplier thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed. The City reserves the right to furnish such materials as it deems advisable, and Contractor shall have no claim for costs or profits on materials so furnished. Material invoices must be included with the extra work report to obtain payment.
4. Taxes. Sales taxes on the costs of materials and consumable items described in Paragraph 5.04-C.3 above.
5. Tool, Equipment Rental. Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by City, exclusive of hand tools, used directly in the performance of the Extra Work or that would have been used in the direct performance of the deleted work. Regardless of ownership, such rental charges shall not exceed the hourly rate derived from the most recently published "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," as published by K-111, San Jose, California, which is in effect at the time of commencement of the changed work. The Contractor shall attach a copy of the rate schedule to the daily reports required by Paragraph 6.06-B, above. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work or deleted work. No charge shall be allowed for use of equipment or tools which have a replacement value of \$500 or less. The allowable rental rates shall include the cost of fuel, power oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Notwithstanding the provisions of Paragraph 6.06-E below, no mark-up shall be allowed for overhead, profit or bond premiums for use of equipment if the equipment is supplied by an equipment rental firm. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to City than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to City.

Costs incurred while equipment is inoperative due to breakdowns, regular maintenance, or for non-Working Days shall not be allowed. The rental time shall include the time required to move the equipment to the Work from the nearest available source for rental of such equipment and to return it to the source. If such equipment is not moved by its own power, then loading and transportation will be allowed. Neither moving time nor loading and transportation costs will be paid if the equipment is for use on the Project unrelated to the Extra Work. All equipment shall be acceptable to City, in good working condition, and suitable for the purpose for which it is to be used.

6. Royalties. Additional or saved costs of royalties due to the performance of the Extra Work or deleted work.
7. Insurance, Bonds. Additional or saved costs of insurance and bonds, provided, however, that for Extra Work such costs shall not exceed one percent (1%) of Items 1 through 6 above.

D. Costs Not Allowed

Allowable Costs shall not include any of the following:

1. Wages, salaries, fringe benefits and payroll taxes of Contractor's and all Subcontractor's non-craft labor (above a Foreman level);
2. Overhead (including home office overhead), administrative or general expenses of any kind including engineering, estimating, scheduling, drafting, detailing, etc., incurred in connection with Extra Work;
3. Vehicles not dedicated solely for the performance of the extra of deleted work;
4. Small tools (replacement value not exceeding \$500);
5. Office expenses, including secretarial and administrative staff, materials and supplies;
6. On-site and off-site trailer and storage rental and expenses;
7. Site fencing;
8. Utilities, including gas, electric, sewer, water, telephone, telefax, copier equipment;
9. Computer and data processing personnel, equipment and software;
10. Federal, state or local business income and franchise taxes;
11. Losses of efficiency or productivity; and
12. Costs and expenses of any kind or item not specifically and expressly included in Paragraph 6.06-C.

E. Allowable Mark-Up

1. Extra Work by contractor (Markup): The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	33%
Materials	15%
Equipment Rental	15%
Other Items and Expenditures	15%

2. Extra Work by Subcontractor (Markup): When all or any part of the extra work is performed by a Subcontractor, the markup provided for the Contractor in 6.06.E.1 shall apply to the Subcontractor's actual costs. A markup of 5% on the subcontracted portion of each extra work may be added for the Contractor.

F. Net Allowable Costs

If anyone scope change involves both Extra Work and deleted work in the same portion of the Work and the additive allowable costs exceed the deductive allowable costs, the Allowable Markups on the Extra Work will be only the difference between the two amounts.

6.07 CITY ORIGINATED REQUEST FOR ITEMIZED CHANGE ORDER PROPOSAL REQUEST

City may issue a Construction Change Directive or other written request to Contractor describing a proposed change to the Work and requesting the Contractor submit an itemized change order proposal in a format acceptable to City within ten (10) calendar days after City issues the request. The Contractor's change order proposal shall include an analysis of impacts to cost and time, if any, to perform additional work, change Work or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs (broken down by the cost categories listed in this Paragraph), and Contractor's proposed methods to minimize costs, delay, and disruption to the performance of the Work. If Contractor fails to submit a written change order proposal within such period of time, it shall be presumed that the change described in the City's original proposal request will not result in an increase to the Contract Sum or Contract Time and the change shall be performed by Contractor without additional compensation to Contractor. City's request for itemized change order proposal request does not authorize the Contractor to commence performance of the change. If City desires that the proposed change be performed, the Work shall be authorized according to the Change Order or Construction Change Directive procedures set forth herein.

6.08 CONTRACTOR ORIGINATED CHANGE ORDER REQUEST (COR)

If the Contractor believes that instructions issued by the City after the effective date of the Contract will result in changes to the Contract Sum or Contract Time or if the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, Contractor may submit a written Change Order Request ("COR") to the City in writing, in a format acceptable to City and in accordance with the notice provisions and other requirements of Article 7 below for Claims. The COR must specify the reasons for the proposed change, cost impacts and relevant circumstances and impacts on the Construction Schedule. The document shall be complete in its description of the Work, its material and labor quantities and detail, and must support and justify the costs and credits claimed by the Contractor. A Critical Path Method schedule Fragnet is required to support and justify any additional time of performance requested by the Contractor. The City will not review any COR which is incomplete. The Contractor may request additional compensation and/or time through a COR but not for instances that occurred more than ten (10) calendar days prior to the notice date. Contractor's failure to initiate a COR within this ten-day period or to provide detailed back-up documentation to substantiate the COR within thirty (30) calendar days of the initial written notice shall be deemed a waiver of the right to adjustment of the Contract Sum or the Contract Time for the alleged change. Any COR that is

approved by the City shall be incorporated in a Change Order or Construction Change Directive. If the COR is denied but the Contractor believes that it does have merit, the Contractor shall proceed with the disputed Work and may submit a Claim in accordance with the procedures set forth herein.

6.09 ISSUANCE OF WORK DIRECTIVE (UNILATERAL).

In the event of a dispute as to whether or not Extra Work is required, City shall have the right to unilaterally issue a Work Directive; Contractor shall continue performance of disputed Work pending resolution and shall maintain and submit to City all accounting and cost data necessary to substantiate Contractor's cost of such disputed Work.

[END OF ARTICLE]

ARTICLE 7 - CONTRACT PAYMENTS AND CLAIMS

7.01 GENERAL

- A. Payment will be made at the price for each item listed on the bidding form or as Extra Work as provided in the General Conditions.
- B. Initial progress payment will not be made prior to approval by the Director of the Schedule of Values, the Construction Progress Schedule, and the Schedule of Submittals.
- C. No subsequent progress payment will be made prior to receipt by the Director of the monthly revision of the Construction Progress Schedule.

7.02 SCHEDULE OF VALUES FOR PAYMENTS

A. Submission

Upon City's request, the three (3) lowest bidders shall complete and submit a Preliminary Schedule of Values, within seven (7) calendar days.

In addition, Contractor shall complete and furnish within seven (7) calendar days after receiving the Notice of Award of the Construction Contract a Final Schedule of Values giving a complete breakdown of the Contract Sum for each component of the Work.

B. Content

The Schedule of Values shall be in sufficient detail as the Director may, in its discretion, deem necessary to evaluate progress at any point in the performance of the Work. Unless otherwise specified in the Contract Documents, the Schedule of Values shall include, without limitation, a breakdown of the general categories of Subcontractor work, direct overhead, profit and contingency, and a further breakdown of the general categories of Subcontractor work into separate trade line items of costs for Subcontractor services, labor and material, which is based on actual Subcontractor contract, subcontract, purchase order or vendor prices. If requested by Director, Contractor shall revise the Schedule of Values to allocate sums for Contractor overhead, profit and/or contingency among the individual line items for trade portions of the Work. No amounts shall be reflected in the Schedule of Values or Application for Payment for Extra Work or Deleted Work for which a Change Order has not been executed by Contractor and City or for which a Construction Change Directive has not been issued by City. Amounts that have been mutually agreed to by Change Order or unilaterally determined by City pursuant to a Construction Change Directive shall be segregated from the cost of the base Contract Work and separately listed by line item in the Schedule of Values. The Schedule of Values must be prepared in sufficient detail and supported by sufficient data to substantiate its accuracy as the Director may require.

C. Applications for Payment

The Schedule of Values, when approved by the Director, shall be used as a basis for Contractor's Applications for Payment and may be considered as fixing a basis for adjustments to the Contract Sum.

D. Revisions

If, at any time, it is determined that the Schedule of Values does not allocate the Contract Sum in a manner that reasonably and fairly reflects the actual costs anticipated to be progressively incurred by Contractor, it shall be revised and resubmitted for the Director's approval.

7.03 APPLICATIONS FOR PAYMENT

A. Marked Schedule of Values

Five (5) Days prior to the date set forth in Paragraph 7.03-B below for the monthly progress payment meeting, Contractor shall submit to Director a copy of the proposed Schedule of Values, marked to show the percentage of completion certified by Contractor for each line item in the Schedule of Values, including any stored materials approved for payment by City pursuant to Paragraph 7.03-D, below and any withholdings from Contractor proposed by Director.

B. Monthly Review

For the purpose of expediting the progress payment procedure, Contractor shall meet with the Director on or before the twentieth (20th) day of each month to review the Contractor's marked Schedule of Values prepared in accordance with Paragraph 7.03-A, above. The Director shall revise as appropriate and sign the marked Schedule of Values to verify such review. If any item in the marked Schedule of Values submitted for payment is disputed during this review, Contractor agrees to use its best efforts to resolve the disputed items with the Director before submitting its Application for Payment. If the Director and Contractor cannot agree, then the percentage completion shall be established at such percentage as the Director, in good faith, determines is appropriate to the actual progress of the Work. No inaccuracy or error in the Director's good faith estimate shall operate to release Contractor or Surety from any responsibility or liability arising from or related to performance of the Work. The Director shall have the right subsequently to correct any error and dispute any item submitted in Contractor's Application for Payment, regardless of whether an item was identified as disputed in the review process provided for herein.

C. Certification

Each Application for Payment shall be signed and certified by Contractor under penalty of perjury to City that:

1. the data comprising the Application for Payment is accurate and the Work has progressed to the point indicated;
2. to the best of Contractor's knowledge, information and belief, the Work is in accordance with the Contract Documents;
3. Contractor is entitled to payment in the amount certified; and
4. all sums previously applied for by Contractor on account of Work performed by Subcontractors and that have been paid by City have been paid to the Subcontractors performing such Work, without any retention, withholding or backcharge by Contractor.

D. Stored Materials

Payments may be made by City, at its discretion, on account of materials or equipment not incorporated into the Work but delivered on the ground at the Site and suitably stored by Contractor or stored off-Site under the control of City. Such payments shall only be considered upon submission by Contractor of satisfactory evidence that it has acquired title to same, that the material or equipment will be utilized in the Work and that the material is satisfactorily stored, protected and insured, and that such other procedures are in place satisfactory to City to protect City's interests. To be considered for payment, materials or equipment stored off-Site shall, in addition to the above requirements and unless otherwise specifically approved by City in writing, be stored in a bonded warehouse, fully insured, and available to City for inspection. City shall have sole discretion to determine the amount of material and equipment that may be stored on the Site at any given time.

7.04 PROGRESS PAYMENTS

A. Conditions to Progress Payments

Contractor shall submit its Application for Payment to the Director, using such forms as required by City, once a month on or before the first (1st) Day of the month following the month in which the Work that is the subject of such Application for Payment was performed. Without limitation to any other provisions of the Contract Documents, the following shall be conditions precedent to a proper submission and to the Director approval of each Application for Payment:

1. submission of a Schedule of Values that reflects the percentages of completion either agreed to or determined by Director in accordance with Paragraph 7.03-B, above;
2. submission of the Contractor's certification required by Paragraph 7.03-C, above;
3. submission of conditional releases of stop notice, if any, and bond rights upon progress payment, complying with California Civil Code Section 8132, for all Work performed during the time period covered by the current Application for Payment, signed by Contractor, its Subcontractors of every tier, and all material suppliers to each, and (2) forms of unconditional release of stop notice and bond rights upon progress payment, complying with California Civil Code Section 8134 for all Work performed during the time period covered by the previous Application for Payment, signed by Contractor, its Subcontractors of every tier and all material suppliers to each;
4. compliance by Contractor with its obligation for maintenance of As-Builts as required by the Contract Documents;
5. compliance by Contractor with its obligation for submission of monthly and daily reports as required by the Contract Documents;
6. compliance by Contractor with its obligations for submission of scheduling information and updating of the Construction Schedule as required by Article 4, above and other provisions of the Contract Documents pertaining to preparation or updating of schedule information;
7. submission of certified payroll records as required by the Contract Documents;

8. submission of certifications by Contractor and each Subcontractor as required by applicable collective bargaining agreements certifying that all employee benefit contributions due and owing pursuant to any applicable collective bargaining agreement have been paid in full; and
9. compliance by Contractor with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Contractor's right to receive payment for Work performed.

B. Payments by City

Pursuant to California Public Contract Code Section 20104.50, City shall make progress payment of undisputed sums due within thirty (30) Days after receipt by Director of an undisputed and properly submitted Application for Payment, calculated on the basis of ninety-five percent (95%) of value determined pursuant to Paragraph 7.03-B above of the following:

1. the portion of the Work permanently installed and in place;
2. plus, the value of materials delivered on the ground or in storage as approved by City pursuant to Paragraph 7.03-D, above,
3. less, the aggregate of previous payments, and
4. less, any other withholdings authorized by the Contract Documents.

C. Rejection by City

Any Application for Payment determined not to be undisputed, proper and suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven (7) Days, after receipt by City accompanied by an written explanation of the reasons why the payment request was rejected. Failure by City or Director to either timely reject an Application for Payment or specify any grounds for rejection shall not constitute a waiver of any rights by City. Applications for Payment that are rejected shall be corrected and resubmitted within seven (7) Days after receipt by Contractor.

D. Interest

If City fails to make a progress payment to Contractor as required by Paragraph 7.04-B, above, City shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of Days available to City to make payment pursuant to Paragraph 7.04-B, above without incurring interest pursuant to this Paragraph shall be reduced by the number of Days by which City exceeds the seven (7) Day return requirement applicable to City as set forth in Paragraph 7.04-C, above.

7.05 FINAL PAYMENT

A. Retention

In addition to withholdings permitted by Paragraph 7.09 below, a sum equal to five percent (5%) of all sums otherwise due to Contractor as progress payments shall be withheld by city pursuant to Paragraph 7.04-B from each progress payment ("Retention") and retained until such time as it is due as described herein. A higher Retention amount may be approved by the City Council where project is deemed "substantially complex" by City Council. **Conditions to Final Payment**

Contractor shall submit its Application for Final Payment, using such forms as required by Director, prior to requesting a final inspection of the Work in accordance with Paragraph 3.06 above. Such Application for Final Payment shall be accompanied by all the following:

1. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which City or City's property or funds might be liable have been paid or otherwise satisfied;
2. Contractor's certification as required by Paragraph 7.03-C, above;
3. consent of surety, if any, to Final Payment;
4. a certificate evidencing that the insurance required by the Contract Documents is in force;
5. Conditional Waiver and Release Upon Final Payment in the form required by California Civil Code Section 8136 executed by Contractor, all Subcontractors of every tier and by all material suppliers of each, covering the final payment period;
6. Unconditional Waiver and Release Upon Progress Payment in the form required by California Civil Code Section 8136 executed by Contractor, all Subcontractors of every tier and by all material suppliers of each, covering the previous payment period;
7. all Record Documents (including, without limitation, complete and accurate As-Built drawings which shall be kept up to date during the performance of the Work);
8. documentation that Contractor has inspected, tested, and adjusted performance of every system or facility of the Work to ensure that overall performance is in compliance with the terms of the Contract Documents;
9. four (4) copies of all warranties from vendors and Subcontractors, operation and maintenance manuals, instructions and related agreements, and equipment certifications and similar documents;
10. certifications by Contractor and each Subcontractor as required by applicable collective bargaining agreements that all employee benefit contributions due and owing pursuant to any applicable collective bargaining agreement have been paid in full;
11. releases of rights and claims relating to patents and trademarks, as required by the Contract Documents; and
12. any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion.

B. Final Payment

Pursuant to the Public Contract Code Section 7107, within sixty (60) Days after City issues the Notice of Completion to Contractor, the Final Payment, including Retention, shall be released to Contractor, subject to the City's right to withhold 150% of any disputed amounts.

C. Disputed Amounts

Pursuant to California Public Contract Code 7107, City may deduct and withhold from the Final Payment due under Paragraph 7.05-C, above, an amount up to 150% of any disputed amounts, including, without limitation, amounts to protect City against any loss caused or threatened as a result of Contractor's failing to fully perform all of those obligations that are required to be fulfilled by Contractor as a condition to Final Completion and Final Payment. Alternatively, City may elect, in its sole discretion, to accept the Work without correction or completion and adjust the Contract Sum pursuant to the Contract Documents.

D. Acceptance of Final Payment

Acceptance of Final Payment by Contractor shall constitute a waiver of all rights by Contractor against City for recovery of any loss, excepting only those Claims that have been submitted by Contractor in the manner required by the Contract Documents prior to or at the time of the Final Payment.

7.06 MISCELLANEOUS

A. Joint Payment

City shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any Subcontractor(s) of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create any contract between City and a Subcontractor of any Tier, any obligation from City to such Subcontractor or any third party rights against City or Director.

B. Withholding/Duty to Proceed

The payment, withholding or retention of all or any portion of any payment claimed to be due and owing to Contractor shall not operate in any way to relieve Contractor from its obligations under the Contract Documents. Contractor shall continue diligently to prosecute the Work without reference to the payment, withholding or retention of any payment. The partial payment, withholding or retention by City in good faith of any disputed portion of a payment, whether ultimately determined to be correctly or incorrectly asserted, shall not constitute a breach by City of the Construction Contract and shall not be grounds for an adjustment of the Contract Sum or Contract Time.

C. No Acceptance

No payment by City or partial or entire use of the Work by City shall be construed as approval or acceptance of the Work, or any portion thereof.

D. Contractor Payment Warranty

Submission of an Application for Payment shall constitute a representation and warranty by Contractor that:

1. Title to Work covered by an Application for Payment will pass to City either by incorporation into the construction or upon receipt of payment by Contractor, whichever occurs first; and

2. Work covered by previous Applications for Payment are free and clear of liens, stop notices, claims, security interests or encumbrances imposed by the Contractor or any other person.

E. Corrections

No inaccuracy or error in any Application for Payment provided by Contractor shall operate to release Contractor from the error, or from losses arising from the Work, or from any obligation imposed by the Contract Documents. City retains the right to subsequently correct any error made in any previously approved Application for Payment, or progress payment issued, by adjustments to subsequent payments.

7.07 PAYMENTS BY CONTRACTOR

Contractor shall not include in its Applications for Payment sums on account of any Subcontractor's portion of the Work that it does not intend to pay to such Subcontractor. Upon receipt of payment from City, Contractor shall pay the Subcontractor performing Work on the Project, out of the amount paid to Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and applicable laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible notwithstanding a withholding by City pursuant to the terms of these Contract Documents, to promptly satisfy from its own funds sums due to all Subcontractors who have performed Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its subcontractors and material suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payment to a Subcontractor of any tier or material supplier.

7.08 PAYMENTS WITHHELD

A. Withholding by City

In addition to any other amounts which City may have the right to retain under the Contract Documents, City may withhold a sufficient amount of any payment otherwise due to Contractor as City, in its sole discretion, may deem necessary to cover actual or threatened loss due to any of the following:

1. Third Party Claims. Third-party claims or stop notices filed or reasonable evidence indicating probable filing of such claims or stop notices. City shall promptly inform Contractor of any third party claims related to this Contract.
2. Defective Work. Defective Work not remedied;
3. Nonpayment. Failure of Contractor to make proper payments to its Subcontractors for services, labor, materials or equipment;
4. Inability to Complete. Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Sum or within the Contract Time;
5. Violation of Applicable Laws. Failure of Contractor or its Subcontractors to comply with applicable laws or lawful orders of governmental authorities;

6. **Penalty.** Any claim or penalty asserted against City by virtue of Contractor's failure to comply with applicable laws or lawful orders of governmental authorities (including, without limitation labor laws);
7. **Failure to Meet Contract Time.** Any damages which may accrue as a result of Contractor failing to meet the Construction Schedule or failing to perform within the Contract Time;
8. **Setoff.** Any reason specified elsewhere in the Contract Documents as grounds for a withholding offset or set off or that would legally entitle City to a set-off or recoupment;
9. **Consultant Services.** Additional professional, consultant or inspection services required due to Contractor's failure to comply with the Contract Documents.
10. **Liquidated Damages.** Liquidated damages assessed against Contractor
11. **Materials.** Materials ordered by City pursuant to the Contract Documents.
12. **Damages.** Loss caused by Contractor or Subcontractor to City, Separate Contractors or any other person or entity under contract to City.
13. **Clean Up.** Clean up performed by City and chargeable to Contractor pursuant to the Contract Documents.
14. **Employee Benefits.** Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to any applicable collective bargaining agreement or trust agreement.
15. **Required Documents.** Failure of Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, Construction Schedule updates, 'look ahead' schedules, Submittals, Schedules of Values, information on Subcontractors, Change Orders, certifications and other required reports or documentation.
16. **Other Breach.** A breach of any obligation or provision of the Contract Documents.

B. Release of Withholding

If and when City determines, in its sole discretion, that the above grounds for withholding have been removed and that all losses incurred or threatened have been paid, credited or otherwise satisfied, then payment shall be made for amounts withheld because of them.

C. Application of Withholding

City may apply sums withheld pursuant to Paragraph 7.08-A above, in payment of any loss or threatened loss as City determines, in its sole discretion, to be appropriate. Such payments may be made without a prior judicial determination of City's actual rights with respect to such loss. Contractor agrees and hereby designates City as its agent for such purposes, and agrees that such payments shall be considered as payments made under Construction Contract by City to Contractor. City shall not be liable to Contractor for such payments made in good faith. City shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, city may, in its sole discretion, elect to exercise its right to adjust the Contract Sum as provided in the Contract Documents.

D. Continuous Performance

Provided City pays the undisputed portion, if any, of funds withheld in good faith, Contractor shall maintain continuous and uninterrupted performance of the Work during the pendency of any disputes or disagreements with City.

7.09 SUBSTITUTION OF SECURITIES

A. Public Contract Code

Pursuant to the requirements of California Public Contract Code Section 22300, upon Contractor's request, City will make payment to Contractor of any funds withheld from payments to ensure performance under the Contract Documents if Contractor deposits with City, or in escrow with a California or federally chartered bank in California acceptable to City ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code Section 16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. Contractor shall be the beneficial owner or any securities substituted for monies withheld for the purpose of receiving any interest thereon.
2. All expenses relating to the substitution of securities under Public Contract Code Section 22300 and under this Paragraph 7.04, including, but not limited to City's overhead and administrative expenses, and expenses of Escrow Agent shall be the responsibility of Contractor.
3. Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of retention to be paid to Contractor pursuant to the Contract Documents.
4. If Contractor chooses to deposit securities in lieu of monies withheld with an Escrow Agent, Contractor, City and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement, using the City's form, "Escrow Agreement for Deposit of Securities in Lieu of Retention."
5. Contractor shall obtain the written consent of Surety to such agreement.
6. Securities, if any, shall be returned to Contractor only upon satisfactory Final Completion of the Work.

B. Substitute Security

To minimize the expense caused by such substitution of securities, Contractor shall, prior to or at the time Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security fall below the amount for which it was substituted, or any other amounts which the City withholds pursuant to the Contract Documents, Contractor shall immediately and at Contractor's expense and at no cost to City deposit additional security qualifying under Public Contract Code Section 22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

C. Deposit of Retentions

Alternatively, subject to the conditions set forth in Paragraph 7.04-A above, upon request of Contractor, City shall make payment of retentions directly to Escrow Agent at the expense of Contractor, provided that Contractor, City and Escrow Agent shall, as a prerequisite such payment, enter into an escrow agreement in the same form as prescribed in Part 4 of Paragraph A, above. At the expense of Contractor and at no cost to City, Contractor may direct the investment of the payments into securities and interest bearing accounts, and Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by City under the same terms provided herein for securities deposited by Contractor. Upon satisfactory Final Completion of the Work, Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from City, less escrow fees and charges of the Escrow Account, according to the terms of Public Contract Code Section 22300 and the Contract Documents.

D. Time for Election of Substitution of Securities

Notwithstanding the provision of 7.04 A, B, and C above and California Public Contract Code Section 22300, the failure of Contractor to request the Substitution of eligible securities for monies to be withheld by City within ten (10) days of the award of Contract to Contractor shall be deemed to be a waiver of all such rights.

7.10 CLAIMS

A. Arising of Claim.

1. Scope Change. When Contractor has a claim for an increase in the Contract Sum or Contract Time due to a scope change which has not yet become final, a "claim" will be deemed to arise once the Director has issued a decision denying, in whole or in part, the Contractor's Change Order Request.
2. Other Claims. In the case of a Claim by Contractor that does not involve an adjustment to the Contract Sum or Contract Time due to a scope change and which has not become final, the Claim may be asserted if, and only if, Contractor gives written notice to City of intent to file the Claim within three (3) days of the date of discovery relative to such circumstances (even if Contractor has not yet been damaged or delayed). Such written notice of intent to file a Claim shall be valid if, and only if, it identifies the event or condition giving rise to the Claim, states its probable effect, if any with respect to Contractor's entitlement to an adjustment of the Contract Sum or Contract Time and complies with the requirements of Paragraph 7.11-B, below. For purposes of this Paragraph 7.11, a Claim for which such written notice is required and has been given by Contractor shall be deemed to arise on the date that such written notice is received by City.

B. Content of Claim

A Claim by Contractor must include all of the following:

1. A statement that it is a Claim and a request for a decision on the Claim;
2. A detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim.

3. If the Claim involves an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that all requisite notices were provided, including, without limitation, timely written notice and a Change Order Request as required by Article 6 of these General Conditions and timely notice of delay and request for extension of time in accordance with Article 3. If the Claim does not involve an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that a notice of intent to file the Claim was timely submitted as required by Paragraph 7.10-A.2, above;
4. A detailed justification for any remedy or relief sought by the Claim including without limitation, a detailed cost breakdown in the form required for submittal of Change Order Requests and actual job cost records demonstrating that the costs have been incurred;
5. If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents and written substantiation (including, without limitation, a Time Impact Analysis) demonstrating that Contractor is entitled to an extension of time under the Contract Documents; and
6. A written certification signed by a managing officer of Contractor's organization, who has the authority to sign contracts and purchase orders on behalf of Contractor and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

"I hereby certify under penalty of perjury that I am a managing officer of (Contractor's name) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor's name) and that, to the best of my knowledge after conducting a diligent inquiry into the facts of the Claim, the following statements are true and correct:

The facts alleged in or that form the basis for the Claim are, to the best of my knowledge following diligent inquiry, true and accurate; and,

- (a) I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and,
- (b) I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor, of any tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim; and,
- (c) I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and the Subcontractor, of any tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and/or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

(d) I have not received payment from City for, nor has Contractor previously released City from, any portion of the Claim.”

Signature: _____ Date: _____

Name: _____

Title: _____

Company _____

C. Noncompliance

Failure to submit any of the information, documentation or certifications required by Paragraph 7.10-B, above, shall result in the Claim being returned to Contractor without any decision.

D. Submission of Claims

1. Director. Claims shall be first submitted to the City for decision by the Director.
2. Continuous Work. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City, Contractor shall not delay, slow or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and City will continue, to make undisputed payments as by the Contract Documents.
3. Time for Filing. All Claims and supporting documentation and certifications must be filed within thirty (30) days after the Claim arises. No Claims shall be filed after Final Payment.
4. Conditions Precedent. No Claim may be asserted unless Contractor has strictly complied with the requirements of this Paragraph 7.10-D, which shall be considered conditions precedent to Contractor's right to assert the Claim and to initiate the Dispute Resolution Process with respect to such Claim.

E. Response to Claims, Meet and Confer

1. Claims less than \$50,000. Claims less than \$50,000 shall be responded to by City in writing within forty-five (45) days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case City shall respond to the Claim within fifteen (15) days after receipt of the further information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.
2. Claims \$50,000 or more. Claims \$50,000 or more shall be responded to by City in writing within (60) days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case City shall respond to the Claim within thirty (30) days after receipt of the further information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.

3. **Meet and Confer.** If Contractor disputes City's response, or if City fails to respond within the prescribed time set forth in Paragraph 7.10-E.1 and 7.10-E.2, above, Contractor may so notify City, in writing, within fifteen (15) days of City's response, or within fifteen (15) days of City's response due date in the event of a failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, City shall schedule a meet and confer conference within thirty (30) days of such demand, for discussion of settlement of the dispute.

F. **Finality of Decision**

If Contractor disputes the Director's decision under this Article, it shall commence the Dispute Resolution Process as set forth in Article 15 of these General Conditions by filing a Statement of Dispute within seven (7) days after receipt of the Director's response.

G. **Continuing Contract Performance/Duty to Proceed with Disputed Work**

Contractor shall not delay or postpone any Work pending resolution of any claims, disputes or disagreements. Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the City shall continue to make payments for undisputed Work in accordance with the Contract Documents. In the event of disputed Work, City shall have the right to unilaterally issue a Work Directive and Contractor shall continue performance pending resolution of the dispute and shall maintain the accounting and cost data to substantiate the cost of such disputed work.

[END OF ARTICLE]

ARTICLE 8 - MATERIALS AND EQUIPMENT

8.01 GENERAL

- A. The Contractor shall furnish all materials and equipment needed to complete the Work and installations required under the terms of this Contract, except those materials and equipment specified to be furnished by the City.
- B. The Contractor shall submit satisfactory evidence that the materials and equipment to be furnished and used in the work are in compliance with the Specifications. Materials and equipment incorporated in the Work and not specifically covered in the Specifications shall be the best of their kind. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new.

8.02 QUALITY AND WORKMANSHIP

All material and equipment furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. All materials and equipment must be of the specified quality and equal to approved samples, if samples have been required. All Work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the Specifications or Drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the Work. The Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Specifications or Drawings. All Work performed under the Specifications will be inspected by the Director as provided in Paragraph 8.04. All materials and equipment furnished and all Work done must be satisfactory to the Director. Work, material, or equipment not in accordance with the Specifications, in the opinion of the Director shall be made to conform thereto. Unsatisfactory materials and equipment will be rejected, and if so ordered by the Director, shall, at the Contractor's expense, be immediately removed from the vicinity of the Work.

8.03 TRADE NAMES AND "OR APPROVED EQUAL" PROVISION

Whenever in the Specifications or Drawings the name or brand of a manufactured article is used it is intended to indicate a measure of quality and utility or a standard. Except in those instances where the product is designated to match others in use on a particular improvement either completed or in the course of completion, the Contractor may substitute any other brand or manufacture of equal appearance, quality, and utility on approval of the Director, provided the use of such brand or manufacture involves no additional cost to the City.

8.04 APPROVAL OF MATERIALS

- A. The Contractor shall furnish without additional cost to the City such quantities of construction materials as may be required by the Director for test purposes. He/she shall place at the Director's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. The Contractor shall prepay all shipping charges on samples. No samples are to be submitted with the bids unless otherwise specified.
- B. Each sample submitted shall be labeled. A letter, in duplicate, submitting each shipment of samples shall be mailed to the Director by the Contractor. Both the label on the sample and the letter of transmittal shall indicate the material represented, its place of origin, the names of the producer and

the Contractor, the Specifications number and title, and a reference to the applicable Drawings and Specifications paragraphs.

- C. Materials or equipment of which samples are required shall not be used on the Work until approval has been given by the Director in writing. Approval of any sample shall be only for the characteristics of the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any Contract requirement.
- D. Failure of any material to pass the specified tests, including life cycle maintenance data may be sufficient cause for refusal to consider under this Contract, any further sample of the same brand or make of that material.

8.05 ORDERING MATERIALS AND EQUIPMENT

One copy of each of the Contractor's purchase orders for materials and equipment forming a portion of the Work must be furnished to the Director, if requested. Each such purchase order shall contain a statement that the materials and equipment included in the order are subject to inspection by the City. Materials and equipment purchased locally will, at the City's discretion, be inspected at the point of manufacture or supply, and materials and equipment supplied from points outside the Los Angeles area will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials in other sections of the Contract Documents.

8.06 AUTHORITY OF THE DIRECTOR

- A. On all questions concerning the acceptability of materials or machinery, the classification of materials, the execution of the Work, and conflicting interests of Contractors performing related work, the decision of the Director shall be final and binding.
- B. The Director will make periodic observations of materials and completed work to observe their compliance with Drawings, Specifications, and design and planning concepts, but he/she is not responsible for the superintendence of construction processes, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of work.

8.07 INSPECTION

All materials furnished and work done under this Contract will be subject to rigid inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Director. The Director, or his/her authorized agent or agents, at all times shall have access to all parts of the shop and the works where such materials under his/her inspection is being manufactured or the work performed. Work or material that does not conform to the Specifications, although accepted through oversight, may be rejected at any stage of the Work. Whenever the Contractor is permitted or directed to do night work or to vary the period during which work is carried on each day, he/she shall give the Director due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Director.

8.08 INFRINGEMENT OF PATENTS

The Contractor shall hold and save the City, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the Work or included in the materials or supplies agreed to be furnished under this Contract, and should the Contractor, his/her agents,

servants, or employees, or any of them, be enjoined from furnishing or using any invention, process, equipment, article, materials, supplies or appliance supplied or required to be supplied or used under this Contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Director. Or in the event that the Director elects, in lieu of such substitution, to have, supplied, and to retain and use, any such invention, process, equipment, article, materials, supplies, or appliances, as may by this Contract be required to be supplied and used, in that event the Contractor shall at his/her expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use such invention, process, equipment, article, materials, supplies, or appliances without being disturbed or in way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Director shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount thereof from him/her and his/her surety, notwithstanding final payment under this Contract may have been made.

[END OF ARTICLE]

ARTICLE 9 – SUBMITTALS

9.01 GENERAL

- A. The Contractor shall submit samples, drawings, and data for the Director's approval which demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of the Drawings and Specifications.
- B. Specific items to be covered by the submittals shall include, as a minimum, the following:
 - 1. For structures, submit all shop, setting, equipment, miscellaneous iron and reinforcement drawings and schedules necessary.
 - 2. For conduits, submit a detailed layout of the conduit with details of bends and fabricated specials and furnish any other details necessary. Show location of shop and field welds.
 - 3. For equipment which requires electrical service, submit detailed information to show power supply requirements, wiring diagrams, control and protection schematics, shop test data, operation and maintenance procedures, outline drawings, and manufacturer's recommendation of the interface/interlock among the equipment.
 - 4. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including shop drawings, manufacturer's recommended installation procedure, detailed installation drawings, test data and curves, maintenance manuals, and other details necessary.
 - 5. Samples
 - 6. Colors
 - 7. Substitutions
 - 8. Manuals
 - 9. As-built drawings
 - 10. Safety plans required by Article 10

9.02 PRODUCT HANDLING

- A. Submittals shall be accompanied by a letter of transmittal and shall be in strict accordance with the provisions of this Article.
- B. Submit priority of processing when appropriate.

9.03 SCHEDULE OF SUBMITTALS

- A. The Contractor shall prepare and submit a schedule of submittals. The schedule of submittals shall be in the form of a submittal log. Refer to Paragraph 9.12.

9.04 SHOP DRAWINGS

- A. All shop drawings shall be produced to a scale sufficiently large to show all pertinent features of the item and its method of connection to the Work.
- B. All shop drawing prints shall be made in blue or black line on white background. Reproductions of City/Contract Drawings are not acceptable.
- C. The overall dimensions of each drawing submitted to the Director shall be equal to one of the City's standard sheet sizes as listed below. The title block shall be located in the lower right hand corner of each drawing and shall be clear of all line Work, dimensions, details, and notes.

Sheet Sizes
Height X Width
11" X 8 1/2"
11" X 17"
24" X 36"
30" X 42"

9.05 COLORS

Unless the precise color and pattern are specified elsewhere, submit accurate color charts and pattern charts to the Director for his/her review and selection whenever a choice of color or pattern is available in a specified product. Label each chart naming the source, the proposed location of use on the project, and the project.

9.06 MANUFACTURERS' LITERATURE

Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

9.07 SUBSTITUTIONS

- A. The Contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor proposed substitutions are subject to the Director's approval.

The Director will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information, including life cycle maintenance data, required by the Director to evaluate the proposed substitution.

- B. Any requests for substitutions by the Contractor must be made within forty-five (45) calendar days from the Issuance Date on the Notice to Proceed. Otherwise, such requests will not be considered.
- C. Trade names and "or approved equal" provision as set forth in Paragraph 8.03.

9.08 MANUALS

- A. When manuals are required to be submitted covering items included in this Work, prepare and submit such manuals in approximately 8-1/2" X 11" format in durable plastic binders. In addition, manuals shall be submitted in electronic format. Manuals shall contain at least the following:

1. Identification on, or readable through, the front cover stating general nature of the manual.

2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of all emergency data regarding the installation.
 3. Complete instructions regarding operation and maintenance of all equipment involved.
 4. Complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.
 5. Copy of all guarantees and warranties issued.
 6. Copy of drawings with all data concerning changes made during construction.
- B. Where contents of manuals include manufacturers' catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturers' data with which this installation is not concerned.

9.09 AS-BUILT DRAWINGS

- A. When required to be submitted covering items included in this Work, the Contractor shall deliver to the City one complete set of final As-Built hard copy drawings together with a set of AutoCAD drawing files in electronic format showing completed building, "as-built" for City records before the Contract will be accepted by the City.
- B. The drawings shall be duplicates and at the same size and dimensional scale as the originals. They shall be on a polyester translucent base material with a minimum sheet thickness of .003 inch (.08mm).
- C. The legibility and contrast of each drawing submitted to the City shall be such that every line, number, letter, and character is clearly readable in a full size blow back from a 35 mm microfilm negative of the drawing.

9.10 SUBMITTALS QUANTITIES

- A. Submit seven (7) copies of all data and drawings unless specified otherwise.
- B. Submit all samples, unless specified otherwise, in the quantity to be returned, plus two, which will be retained by the Director.

9.11 IDENTIFICATION OF SUBMITTALS

Completely identify each submittal and re-submittal by showing at least the following information:

- A. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
- B. Name of project as it appears in the Contract Documents and Specification No.
- C. Drawing number and Specifications section number other than this section to which the submittal applies.
- D. Whether this is an original submittal or re-submittal.
- E. For samples, indicate the source of the sample.

9.12 SCHEDULE OF SUBMITTALS

- A. Submit initial schedule of submittals within five (5) Working Days after the Issuance Date on Notice to Proceed.
- B. Submit revised schedule of submittals within five (5) Working Days after date of request from the Director.
- C. The Director will review schedule of submittals and will notify Contractor that schedule is acceptable or not acceptable within five (5) Working Days after receipt.

9.13 COORDINATION OF SUBMITTALS

- A. Prior to submittal for the Director's review, use all means necessary to fully coordinate all material, including the following procedures:
 - 1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
 - 2. Coordinate as required with all trades and with all public agencies involved.
 - 3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
 - 4. Clearly indicate all deviations from the Specifications.
- B. Unless otherwise specifically permitted by the Director, make all submittals in groups containing all associated items; the Director may reject partial submittals as not complying with the provisions of the Specifications.

9.14 TIMING FOR SUBMITTALS

- A. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery.
- B. In scheduling, allow at least 15 Working Days for the Director's review, plus the transit time to and from the City office.
- C. Manuals shall be submitted prior to performing functional tests.

9.15 APPROVAL BY CITY

- A. Up to three (3) copies of each submittal, except manuals, schedule of costs for progress payments, and as-built drawings will be returned to the Contractor marked "No Exceptions Taken," "Make Corrections Noted - Do Not Resubmit," or "Make Corrections Noted - Resubmit." Manuals, schedule of costs, and as-built drawings will be returned for re-submittal if incomplete or unacceptable.
- B. Submittals marked "Approved as Noted" need not be resubmitted, but the notes shall be followed.
- C. If submittal is returned for correction, it will be marked to indicate what is unsatisfactory.

- D. Resubmit revised drawings or data as indicated, in five (5) copies.
- E. Approval of each submittal by the Director will be general only and shall not be construed as:
 - 1. Permitting any departures from the Specifications requirements.
 - 2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
 - 3. Approving departures from additional details or instructions previously furnished by the Director.

9.16 CHANGES TO APPROVED SUBMITTALS

- A. A re-submittal is required for any proposed change to an approved submittal. Changes which require re-submittal include, but are not necessarily limited to, drawing revisions, changes in materials and equipment, installation procedures and test data. All re-submittals shall include an explanation of the necessity for the change.
- B. Minor corrections to an approved submittal may be accomplished by submitting a "Corrected Copy".

[END OF ARTICLE]

ARTICLE 10 – SAFETY

10.01 PROTECTION OF PERSONS AND PROPERTY

- A. **Contractor's Responsibility:** Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the Work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to all applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.
- B. **Sanitary Facilities.** The Contractor shall furnish and maintain sanitary facilities by the worksites for the entire construction period.
- C. **Protection of the Public.** The Contractor shall take such steps and precautions as his/her operations warrant to protect the public from danger, loss of life, loss of property or interruption of public services. Unforeseen conditions may arise which will require that immediate 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 Director, a condition exists which the Contractor has not taken sufficient precaution of public safety, protection of utilities and/or protection of adjacent structures or property, the Director will order the Contractor to provide a remedy for the condition. If the Contractor fails to act on the situation within a reasonable time period as determined by the Director, or in the event of an emergency situation, the Director may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Director, may seem reasonable and necessary. The cost and expense of all repairs (including labor and materials) as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the final payment due to the Contractor.

10.02 PROTECTION FROM HAZARDS

A. Trench Excavation

Excavation for any trench four (4) feet or more in depth shall not begin until the Contractor has received approval from the Director of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health, and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Director in the State of California.

B. Confined Spaces

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Code of Regulations. Entry of a confined space shall not be allowed until the Contractor has received approval from the Director of the Contractor's program for confined space entry. Confined space means a space that (1) Is large enough and so configured that an employee can bodily enter and perform assigned Work; and (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and (3)

Is not designed for continuous employee occupancy. Failure to submit a confined space entry program may result in actions as provided in Article 5: "Suspension or Termination of Contract."

C. Material Safety Data Sheet

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Administrative Code. The Contractor shall submit to the Director a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten (10) days prior to the delivery of such materials to the job site or use of such materials at a manufacturing plant where the Director is to perform an inspection. For materials which are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "Suspension or Termination of Contract".

10.03 DIFFERING SITE CONDITIONS

- A. Differing Site Conditions Defined. The Contractor shall promptly, and before such conditions are disturbed, notify the Director in writing of any Differing Site Conditions. Differing Site Conditions are those conditions, located at the project site or in existing improvements and not otherwise ascertainable by Contractor through the exercise of due diligence in the performance of its inspection obligations in the Contract Documents, encountered by Contractor in digging trenches or other excavations(s) that extend deeper than four feet below the surface of the ground that constitute:
1. Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing materially from those indicated in these Contract Documents.
 3. Unknown physical conditions at the site, of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in these Contract Documents.
- B. Notice by Contractor. If the Contractor encounters conditions it believes constitute Differing Site Conditions, then notice of such conditions shall, before such conditions are disturbed, be promptly reported to the Director followed within twenty-four (24) hours by a further written notice stating a detailed description of the conditions encountered.
- C. The Director will promptly investigate the conditions and If he/she finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work under this Contract, an equitable adjustment will be made, as determined by the Director.
- D. Change Order Request. If Contractor intends to seek an adjustment to the Contract Sum or Contract Time based upon Differing Site Conditions, it must, within ten (10) Days after the Discovery Date relative to such conditions, submit a Change Order Request setting forth a detailed cost breakdown and Time Impact Analysis, in the form required by Article 6 of these General Conditions, of the additional Allowable Costs and Excusable Delay resulting from such Differing Site Conditions.

- E. Failure to Comply. Failure by Contractor to strictly comply with the requirements of this Paragraph 10.03 concerning the timing and content of any notice of Differing Site Conditions or request for adjustment in Contract Sum or Contract Time based on Differing Site Conditions shall be deemed waiver of any right by the Contractor for an adjustment in the Contract Sum or Contract Time by reason of such conditions.
- F. Final Completion. No claim by the Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.
- G. In the event of disagreement between the Contractor and the Director whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any completion date required by the Contract, but shall proceed with all Work to be performed under the Contract Documents.
- H. The Contractor shall retain all rights provided by, and shall be subject to all requirements of, this Contract which pertain to the resolution of disputes and protests.
- I. Contractor Responsibility. Except as otherwise provided in this Paragraph 10.03 for Differing Site Conditions, Contractor agrees to solely bear the risk of additional cost and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements, without adjustment to the Contract Sum or Contract Time.

10.04 TRAFFIC REGULATION

- A. During the performance of the Work the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstance in his/her judgment for the prevention of accidents; and he/she shall take other precautions as necessary for public safety including, but not limited to, traffic control. Traffic control shall be conducted in accordance with the latest edition of the Work Area Traffic Control ("WATCH") handbook, published by BNi Books, and as directed and approved by the City Traffic and Transportation Administrator.
- B. Contractor shall submit at least ten (10) Working Days prior to Work a detailed traffic control plan, that is approved by all agencies having jurisdiction and that conforms to all requirements of the Specifications.
- C. No changes or deviations from the approved detailed traffic control plan shall be made, except temporary changes in emergency situations, without prior approval of the City Traffic and Transportation Administrator and all agencies having jurisdiction.

Contractor shall immediately notify the Director, the City Traffic and Transportation Administrator and the agencies having jurisdiction of occurrences that necessitate modification of the approved traffic control plan.
- D. Contractor's failure to comply with this provision may result in actions as provided in Article 5: "Suspension or Termination of Contract" of these General Conditions.

10.05 TRAFFIC CONTROL DEVICES

- A. Traffic signs, flashing lights, barricades and other traffic safety devices used to control traffic shall conform to the requirements of the WATCH handbook or the manual of traffic control, whichever is more stringent, and as approved by the City Traffic and Transportation Administrator.
 - 1. Portable signals shall not be used unless permission is given in writing by the agency having jurisdiction.
 - 2. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the current State of California Department of Transportation specification for reflective sheeting on highway signs.
- B. If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.

10.06 EXECUTION

- A. The Contractor shall provide written notification to the Police Department, Traffic Bureau at 4305 Santa Fe Avenue, Vernon, CA 90058, at least two (2) weeks prior to the beginning of construction at any particular location. Notification will include the specific location, project dates, what lanes of the roadway will be closed and when. Also the construction project manager's name and business phone number and the construction inspector's name and business phone number.
- B. The Contractor shall notify, by telephone, the Police Department, (323) 583-8811 extension 351 at the completion of any posting of temporary no parking signs. Notification will include the times, dates and locations of the posting. When vehicles must be towed for violation of temporary no parking signs, the person who actually posted the signs, or on-view supervisor of that posting, will be present to answer pertinent questions that may be asked by the parking enforcement officer or police officer towing the vehicles.
- C. The Contractor shall notify the Vernon Fire Department, on a daily basis during the entire period that construction is in progress whenever roadways are reduced in width or blocked. Notification shall be made to the Fire Dispatch (323) 583-8811 extension 351 and the Contractor shall provide the information required to identify which roadways would have accessibility problems due to his/her operations. The Contractor shall submit to Fire Department schedule of Work for their use and files.
- D. Roads subject to interference from the Work covered by this Contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the Work is finished. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
- E. Where alternating one-way traffic has been authorized, the maximum time that traffic will be delayed shall be posted at each end of the one-way traffic section. The maximum delay time shall be approved by the agency having jurisdiction.
- F. Contractor shall install temporary traffic markings where required to direct the flow of traffic and shall maintain the traffic markings for the duration of need. Contractor shall remove the markings by abrasive blasting when no longer required.

- G. Convenient access to driveways and buildings in the vicinity of Work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.
- H. When leaving a Work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

10.07 FLAGGING

- A. Contractor shall provide flaggers to control traffic where required by the approved traffic control plan.
 - 1. Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation.
 - 2. Flaggers shall be employed full time on traffic control and shall have no other duties.

10.08 PEDESTRIAN CANOPIES OR BARRICADE IMPROVEMENTS

Refer to City of Vernon for requirements for building or access road safety improvements that the Contractor shall construct during construction period. These devices or improvements, as the City deems necessary or prudent, shall be at the expense of the Contractor.

[END OF ARTICLE]

ARTICLE 11 - INDEMNITY

11.01 INDEMNITY

To the maximum extent permitted by law, the Contractor shall fully indemnify, hold harmless, protect, and defend the City, its officers, employees, agents, representatives and their successors and assigns ("Indemnitees") from and against any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including any fees of accountants, attorneys, experts or other professionals, and costs of investigation, mediation, arbitration, litigation and appeal), in law or in equity, of every kind and nature whatsoever, arising out of or in connection with, resulting from or related to, or claimed to be arising out of the Work performed by Contractor, or any of its officers, agents, employees, Subcontractors, Sub-Subcontractors, design consultants or any person for whose acts any of them may be liable, regardless of whether such claim, suit or demand is caused, or alleged to be caused, in part, by an Indemnitee, including but not limited to:

- A. Bodily injury, emotional injury, sickness or disease, or death to any persons;
- B. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or City arising out of Contractor's Work, for which the Contractor is responsible;
- C. Stop notices and claims for labor performed or materials used or furnished to be used in the Work, including all incidental or consequential damages resulting to City from such stop notices and claims;
- D. Failure of Contractor or its Subcontractors to comply with the provisions for insurance;
- E. Failure to comply with any Governmental Approval or similar authorization or order;
- F. Misrepresentation, misstatement, or omission with respect to any statement made in or any document furnished by the Contractor in connection therewith;
- G. Breach of any duty, obligation, or requirement under the Contract Documents;
- H. Failure to provide notice to any Party as required under the Contract Documents;
- I. Failure to protect the property of any utility provider or adjacent property owner; or
- J. Failure to make payment of all employee benefits.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees, except that, to the limited extent mandated by California Civil Code Section 2782, the Contractor shall not be responsible for liabilities which arise from the sole negligence or willful misconduct of Indemnitees or arise from the active negligence of City.

11.02 ENFORCEMENT

Contractor's obligations under this Article extend to claims occurring after termination of the Contractor's performance of the Contract or Final Payment to Contractor. The obligations apply regardless of any actual or alleged negligent act or omission of Indemnitees. Contractor, however, shall not be obligated under this Agreement to indemnify an Indemnitee for claims arising from the sole active negligence or willful misconduct of the Indemnitee or independent contractors who are directly responsible to Indemnitees. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law

or under the Contract Documents. In the event of any claim, suit or demand made against any Indemnitees, the City may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Contract for the purpose of resolving such claims; provided, however, that the City may release such funds if the Contractor provides the City with reasonable assurance of protection of the City's interests. The City shall in its sole discretion determine whether such assurances are reasonable.

11.03 NO LIMITATIONS

Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in Article 12 herein; and do not limit, in any way, the applicability, scope, or obligations set forth in those insurance provisions. In claims, suits, or demands against any Indemnitee by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification and defense obligations shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts.

[END OF ARTICLE]

ARTICLE 12 – INSURANCE

12.01 CONDITION TO COMMENCEMENT

Contractor shall not commence Work under this Contract until Contractor has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall the Contractor allow any Subcontractor to commence Work on a subcontract until all insurance required of said Subcontractor has been obtained. Proof of insurance including insurance certificates and endorsements as set forth in Exhibit 4 must be submitted by the Contractor prior to the City's execution of the Contract.

12.02 MINIMUM COVERAGE AND LIMITS

Contractor shall maintain the insurance coverage as set forth in Exhibit 4 throughout the term of the Contract.

12.03 CONDITIONS REGARDING INSURANCE COVERAGE AND LIMITS

City and Contractor agree as follows:

- A. All insurance coverage and limits provided pursuant to the Contract Documents shall apply to the full extent of the policies involved, available or applicable. Nothing contained in the Contract Documents or any other agreement relating to City or its operations limits the application of such insurance coverage.
- B. None of the policies required by this Contract shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City Attorney or City's Risk Manager.

12.04 INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

This Agreement's insurance provisions:

- A. Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- B. Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

[END OF ARTICLE]

ARTICLE 13 – BONDS

13.01 REQUIRED BONDS

- A. Contractor shall furnish the following bonds:
1. A Performance Bond in an amount equal to one hundred percent (100%) of the total Contract price in the form shown in Exhibit "1" attached hereto.
 2. A Payment Bond (Labor and Material) in an amount equal to one hundred percent (100%) of the total Contract price in the form shown in Exhibit "2" attached hereto.
 3. A Maintenance Bond in an amount equal to ten percent (10%) of the total Contract price in the form shown in Exhibit "3" attached hereto.

13.02 POWER OF ATTORNEY

All bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

13.03 APPROVED SURETY

All bonds must be issued by a California admitted surety insurer with the minimum A.M Best Company Financial strength rating of "A: VII", or better. Bonds issued by a California admitted surety not listed on Treasury Circular 570 will be deemed accepted unless specifically rejected by the City. Bonds issued from admitted surety insurers not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660. All such bonds must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety must be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

13.04 REQUIRED PROVISIONS

Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents.

13.05 NEW OR ADDITIONAL SURETIES

If, during the continuance of the Contract, any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the

Contract may be suspended and the materials may be purchased or the Work completed as provided in Article 5 herein.

13.06 WAIVER OF MODIFICATIONS AND ALTERATIONS

No modifications or alterations made in the Work to be performed under the Contract or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events shall be waived by the surety.

13.07 APPROVAL OF BONDS

The Contract will not be executed by City nor the Notice to Proceed issued until the required bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

[END OF ARTICLE]

ARTICLE 14 - LABOR PROVISIONS

14.01 WORKING HOURS

- A. Work or activity of any kind shall be limited to the hours from 7:00 a.m. to 7:00 p.m. No construction noise shall be permitted between the hours of 7:00 p.m. and 7:00 a.m. of the next day.
- B. Work in excess of eight (8) hours per day, on Saturdays, Sundays, or on City holidays requires prior consent of the Director and is subject to Cost of Overtime Construction Inspection.
- C. Night, Sunday and Holiday Work. No Work shall be performed at night, Sunday, or the ten (10) legal holidays to wit: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day, except Work pertaining to the public safety or with the permission of the Director, and accordance with such regulations as he/she shall furnish in writing. Before performing any Work at said times, except Work pertaining to the public safety, the Contractor shall give written notice to the Director so that proper inspection may be provided. "Night" as used in this paragraph shall be deemed to include the hours from 7:00 P.M. to 7:00 A.M. of the next succeeding day.

14.02 COST OF OVERTIME CONSTRUCTION SERVICES AND INSPECTIONS

- A. Overtime construction Work performed at the option of, or for the convenience of, the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays the charges will be determined by the City, and submitted to the Contractor for payment.
- B. Equipment, materials, or services provided by the City, in connection with Contractor-initiated overtime construction Work described in Paragraph 14.02(A), will also be at the expense of the Contractor. The charges will be determined by the City, and submitted to the Contractor for payment.
- C. There will be no charges to the Contractor for the inspection of overtime Work ordered by the Director or required by the Contract Documents.

14.03 COMPLIANCE WITH STATE LABOR CODE

- A. Contractor shall comply with the provisions of the Labor Code of the State of California and any amendments thereof.
 - 1. The time of service of any worker employed upon the Work shall be limited and restricted to eight (8) hours during any one-calendar day, and 40 hours during any one-calendar week.
 - 2. Work performed by employees of the Contractor in excess of eight (8) hours per day, and 40 hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
 - 3. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him/her in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Standards Enforcement of the State of California.
 - 4. In the event City deems Contractor is in violation of this Paragraph 14.03, the Contractor shall, as

a penalty, forfeit Fifty Dollars (\$50.00) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, a (one hundred dollar) \$100 penalty shall apply for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to cover underpaid wages. This subparagraph is effective to the extent it does not directly conflict with the overtime penalty provision of California Labor Code Section 558. In the event of such conflict, the California Labor Code governs over this Paragraph 14.03(A)(4).

14.04 WAGE RATES

A. Prevailing Wages

1. Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the Contract. The Director of the Department of Industrial Relations of the State of California (pursuant to California Labor Code) and the United States Secretary of Labor (pursuant to the Davis-Bacon Act) have determined the general prevailing rates of wages in the locality in which the Work is to be performed. The rates are available online at www.dir.ca.gov/DLSR/PWD/. To the extent that there are any differences in the federal and state prevailing wage rates for similar classifications of labor, the Contractor and its Subcontractors shall pay the highest wage rate.
2. The Contractor shall post a copy of the general prevailing rate of per diem wages at the job site.
3. The Contractor and any Subcontractor under him/her shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the Contract.
4. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining Contract applicable to the particular craft, classification, or type of worker employed on the project.
5. The Contractor shall, as a penalty to the State or the City, forfeit not more than Fifty Dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the Work or craft in which the worker is employed under the Contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
6. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him/her of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his/her own expense.

B. Payroll Records

1. Pursuant to California Labor Code Section 1776, the Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, Work classification, 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

connection with the Work. The payroll records shall be certified and shall be available for inspection.

2. The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) Working Days, provide a notice of change in location and address.
3. Upon request by the Director, the Contractor shall provide a copy of the certified payroll records along with a statement of compliance.

14.05 APPRENTICESHIP STANDARDS

- A. Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:
 1. Prior to commencing work on a public works contract, submit Contract Award information to the applicable joint apprenticeship committee, including an estimate of the journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Use Form DAS-140 from the State Department of Industrial Relations. The City reserves the right to require Contractor and Subcontractors to submit a copy of said forms to the City.
 2. Employ apprentices for the public work at a ratio of no less than one (1) hour or apprentice work for every five (5) hours or labor performed by a journeyman. To request dispatch of apprentices, use Form DAS-142 from the State Department of Industrial Relations. The City reserves the right to require Contractor and Subcontractors to submit a copy of said forms to the City.
 3. Pay the apprentice rate on public works projects only to those apprentices who are registered, as defined in Labor Code Section 3077.
 4. Contribute to the training fund in the amount identified in the Prevailing Wage Rate publication for journeyman and apprentices. Contractors who choose not to contribute to the local training trust fund must make their contributions to the California Apprenticeship Council, P.O. Box 420603, San Francisco, CA 94142.
- B. Failing to comply with the provisions of California Labor Code Section 1777.5 may result in the loss of the right to bid on all public works projects for a period of one to three years and the imposition of a civil penalty of Fifty Thousand Dollars (\$50,000) for each calendar day of noncompliance. Contractor should make a separate copy of this material for each of his/her Subcontractors.
- C. Payroll Records. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, 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 connection with the work. The payroll records shall be certified and shall be submitted to the Project Manager every two weeks.
- D. Statement of Employer Fringe Benefit Payments. Within five (5) calendar days of signing the Contract or Subcontract, as applicable, the Statement of Employer Payments (DLSE Form PW 26 from the State Department of Industrial Relations) shall be completed for each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits,

vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions shall also be reported in this form. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.

14.06 EMPLOYMENT OF APPRENTICES

- A. In the performance of this Contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in the Labor Code of the State of California and any amendments thereof.
- B. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid provisions of the Labor Code, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in the Labor Code of the State of California and any amendments thereof.

14.07 CHARACTER OF WORKERS

The Contractor shall not allow his/her agents or employees, Subcontractors, or any agent or employee thereof, to trespass on premises or lands in the vicinity of the Work. Only skilled foremen and workers shall be employed on Work requiring special qualifications, and when required by the Director, the Contractor shall discharge any person who commits trespass, or in the opinion of the Director, acts in a disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable manner. Any employee being intoxicated or bringing or having intoxicating liquors or controlled substances on the Work shall be discharged. Such discharge shall not be the basis of any claim for compensation of damages against the City or any of its officers, agents, and employees.

14.08 NO SMOKING – STATE LABOR CODE SECTION 6404.5

The Contractor and its agents, employees, Subcontractors, representatives, and any person under Contractor's control, are prohibited from smoking in— or within a 20-foot distance from— the Site, which is a "place of employment" under California Labor Code § 6404.5.

[END OF ARTICLE]

ARTICLE 15 - DISPUTE RESOLUTION

15.01 SUBMISSION OF CLAIMS

A. By Contractor

Contractor's right to commence the Claims Dispute Resolution Process shall arise upon the Director's written response denying all or part of a Claim. Contractor shall submit a written Statement of Dispute to the Director within seven (7) Days after the Director rejects all or a portion of Contractor's Claim. Contractor's Statement of Dispute shall be signed under penalty of perjury and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the effect, if any, on the compensation due or performance obligations of Contractor under the Construction Contract. Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to the adjustment of the Contractor's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on Contractor's time for performance. Adequate supporting data to a Statement of Dispute submitted by Contractor involving Contractor's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

B. By City

City's right to commence the Claims Dispute Resolution Process shall arise at any time following the City's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude City from asserting Claims in response to a Claim asserted by Contractor. A Statement of Dispute submitted by City shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by City as a result of such events.

C. Claims Defined

The term "claims" as used herein shall be as defined in California Public Contract Code § 20104(b)(2).

15.02 CLAIMS DISPUTE RESOLUTION PROCESS

The parties shall utilize each of the following steps in the Claims Dispute Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Dispute Resolution Process.

A. Direct Negotiations

Designated representatives of City and Contractor shall meet as soon as possible (but not later than ten (10) Days after receipt of the Statement of Dispute) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to City's right and obligation to obtain City Council [or other City official] approval of any agreed settlement or resolution. In the Claim involves the assertion of a right or claim by a Subcontractor against Contractor that is in turn being asserted by Contractor against City, then such Subcontractor shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party

may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

B. Deferral of Claims

Following the completion of the negotiations required by Paragraph 15.02-A., all unresolved Claims, except those that do not involve parties other than the Contractor and City, shall be deferred pending Final Completion of the Work, subject to City's right, in its sole and absolute discretion, to require that the claims Dispute Resolution Process proceed prior to Final Completion. In the event that City does not elect to proceed with the Claims Dispute Resolution Process prior to Final Completion of the Work, all Claims that have been deferred until such Final Completion shall be consolidated within a reasonable time after such Final Completion and thereafter pursued to resolution pursuant to the Claims Dispute Resolution Process. Nothing contained in this Article 15 shall be interpreted as limiting the parties' rights to continue informal negotiations of Claims that have been deferred until such Final Completion; provided, however, that such informal negotiations shall not be interpreted as altering the provisions of this Article 15 deferring final determination and resolution of unresolved Claims until after Final Completion of the Work.

C. Legal Proceedings

If the Claim is not resolved by direct negotiations then the party wishing to further pursue resolution or determination of the Claim shall submit the Claim for determination by commencing legal proceedings in a court of competent jurisdiction.

15.03 NO WAIVER

Participation in the Claims Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of either party, including, without limitation, any defense based on the assertion that the rights of Contractor that are the basis of a Claim were previously waived by Contractor due to failure to comply with the Contract Documents, including, without limitation, Contractor's failure to comply with any time periods for providing notices or for submission or supporting documentation of Claims.

[END OF ARTICLE]

ARTICLE 16 - ACCOUNTING RECORDS

16.01 MAINTENANCE OF RECORDS

Contractor shall keep, and shall include in its contracts with its Subcontractors, provisions requiring its Subcontractors to keep full and detailed books and records in accordance with the requirements of the Contract Documents, including the following: all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project or the performance of the Work, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, schedules, diaries, logs, reports, shop drawings, samples, exemplars, Drawings, Specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda; accounting records; job cost reports; job cost files (including complete documentation covering negotiated settlements); backcharge; general ledgers; documentation of cash and trade discounts earned; insurance rebates and dividends, and other documents relating in way to Claims or Change Orders, Construction Change Directives, Work Directives, or other claims for payment related to the Project asserted by Contractor or any Subcontractor ("Accounting Records"). Contractor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to City and shall include preservation of such records for a period of five (5) years after approval of the Notice of Completion and Acceptance by City, or for such longer period as may be required by applicable laws.

16.02 ACCESS TO RECORDS

Contractor shall allow, and shall include in its contracts with its Subcontractors provisions requiring its Subcontractors to allow, City and its authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24) hours notice to Contractor, full access to inspect and copy all books and records relating to the Project that Contractor is required to maintain pursuant to Paragraph 16.01, above.

16.03 CONTRACTOR NONCOMPLIANCE, WITHHOLDING

Contractor's compliance with Paragraphs 16.01 and 16.02, above, shall be a condition precedent to maintenance of any legal action or arbitration by Contractor against City. In addition to and without limitation upon City's other rights and remedies for breach, including any other provisions for withholding set forth in the Contract Documents, City shall have the right, exercised in its sole discretion, to withhold from any payment to Contractor due under a current Application for Payment an additional sum of up to ten percent (10%) of the total amount set forth in such Application for Payment, until Contractor and its Subcontractors have complied with any outstanding and unsatisfied request by City under this Article 16. Upon such compliance with this Article 16, any additional monies withheld pursuant to this Paragraph 16.03 shall be released to Contractor.

16.04 SPECIFIC ENFORCEMENT BY CITY

Contractor agrees that any failure by Contractor or any Subcontractor to provide access to its books and records as required by this Article 16 shall be specifically enforceable, by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court and without the necessity of oral testimony, to compel Contractor to permit access, inspection, audits and/or reproduction of such books and records or to require delivery of such books and records to City for inspection, audit and/or reproduction.

[END OF ARTICLE]

ARTICLE 17-MISCELLANEOUS PROVISIONS

17.01 COMPLIANCE WITH APPLICABLE LAWS

A. Notices, Compliance

Contractor shall give all notices required by governmental authorities and comply with all applicable laws and lawful orders of governmental authorities, including but not limited to the provisions of the California Code of Regulations applicable to contractors performing construction and all laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage and equal employment opportunities.

B. Taxes, Employee Benefits

Contractor shall pay at its own expense, at no cost to the City and without adjustment to the Contract Sum, all local, state and federal taxes, including, without limitation all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by Contractor or Subcontractors, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to meat for its exclusive use, then City, upon request, will execute documents necessary to show that is a political subdivision of the State for the purposes of such exemption and that the sale is for the exclusive use of the City, in which case no excise tax for such materials shall be included in the Bid or Contract Sum.

C. Notice of Violations

Contractor shall immediately notify the City and Director in writing of any instruction received from the City, Director, Architect or other person or entity that, if implemented, would cause a violation of any applicable law or lawful order of a governmental authority. If Contractor fails to provide such notice, then Director and Architect shall be entitled to assume that such instruction is in compliance with applicable laws and lawful orders of governmental authorities. If Contractor observes that any portion of the Drawings and Specifications or Work are at variance with applicable laws or lawful orders of governmental authorities, or should Contractor become aware of conditions not covered by the Contract Documents which will result in Work being at variance therewith, Contractor shall promptly notify Director in writing. If, without such notice to Director, Contractor or any Subcontractor performs any Work which it knew, or through the exercise of reasonable care should have known, was contrary to lawful orders of governmental authorities or applicable laws, then Contractor shall bear all resulting losses at its own expense, at no cost to City and without adjustment to the Contract Sum.

17.02 OWNERSHIP OF DESIGN DOCUMENTS

A. Property of City

All Design Documents, Contract Documents and Submittals (including, without limitation, all copies thereof) and all designs and building designs depicted therein are and shall remain the sole and exclusive property of the City and the City shall solely and exclusively hold all copyrights thereto. Without derogation the City's rights under this Paragraph, the Contractor and Subcontractors are granted a limited, non-exclusive license, revocable at will of City, to

use and reproduce applicable portions of the Contract Documents and Submittals as appropriate to and for use in the execution of the Work and for no other purpose.

B. Documents on Site

Contractor shall keep on the Project site, at all times and for use by City, Director, Inspectors of Record and City's Consultants, a complete set of the Contract Documents that have been approved by applicable Governmental Authorities.

C. Delivery to City

All Design Documents, Contract Documents and Submittals in the possession of Contractor or Subcontractors shall be returned to the City upon the earlier of Final Completion or termination of the Construction Contract; provided, however, that Contractor and each Subcontractor shall have the right to retain one (1) copy of the Contract Documents and Submittals for its permanent records

D. Subcontractors

Contractor shall take all necessary steps to assure that a provision is included in all subcontracts with Subcontractors, of every tier, who perform Work on the Project establishing, protecting and preserving the, City's rights set forth in this Paragraph.

17.03 AMENDMENTS

The Contract Documents may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

17.04 WAIVER

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both parties, such interpretation and implementation thereof will not be binding in the event of any future disputes.

17.05 INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and nothing contained in the Contract Documents shall be construed as constituting any relationship with City other than that of Project owner and independent contractor. In no event shall the relationship between City and Contractor be construed as creating any relationship whatsoever between City and Contractor's employees. Neither Contractor nor any of its employees is or shall be deemed to be an employee of City. Except as otherwise specified in the Contract Documents, Contractor has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors and for all other Persons that Contractor or any Subcontractor hires to perform or assist in performing the Work.

17.06 SUCCESSORS AND ASSIGNS

The Contract Documents shall be binding upon and inure to the benefit of City and Contractor and their permitted successors, assigns and legal representatives.

- A. City may assign all or part of its right, title and interest in and to any Contract Documents, including rights with respect to the Payment and Performance Bonds, to (a) any other governmental person as permitted by governmental rules, provided that the successor or assignee has assumed all of City's obligations, duties and liabilities under the Contract Document then in effect; and (b) any other Person with the prior written approval of Contractor.
- B. Contractor may collaterally assign its rights to receive payment under the Contract Documents. Contractor may not delegate any of its duties hereunder, except to Subcontractors as expressly otherwise permitted in the Contract Documents. Contractor's assignment or delegation of any of its Work under the Contract Documents shall be ineffective to relieve Contractor of its responsibility for the Work assigned or delegated, unless City, in its sole discretion, has approved such relief from responsibility.

Any assignment of money shall be subject to all proper set-offs and withholdings in favor of City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by City for completion of the Work, should Contractor be in default.

- C. Except for the limited circumstances set forth in Paragraph 17.06-B, above, Contractor may not, without the prior written consent of City in its sole discretion, voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber its rights or interests under the Contract Documents. No partner, joint venturer, member or shareholder of Contractor may assign, convey, transfer, pledge, mortgage or otherwise encumber its ownership interest in Contractor without the prior written consent of City, in City's sole discretion.

17.07 SURVIVAL

Contractor's representations and warranties, the dispute resolution provisions contained in Article 15, and all other provisions which by their inherent character should survive termination of the Contract and/or Final Acceptance, shall survive the termination of the Contract and the Final Acceptance Date.

17.08 LIMITATION ON THIRD PARTY BENEFICIARIES

It is not intended by any of the provisions of the Contract Documents to create any third party beneficiary hereunder or to authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the warranty and indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. The duties, obligations and responsibilities of the parties to the Contract Documents with respect to such third parties shall remain as imposed by law. The Contract Documents shall not be construed to create a contractual relationship of any kind between City and a Subcontractor or any other Person except Contractor.

17.09 PERSONAL LIABILITY OF CITY EMPLOYEES

City's authorized representatives are acting solely as agents and representatives of City when carrying out the provisions of or exercising the power or authority granted to them under the Contract. They shall not be liable either personally or as employees of City for actions in their ordinary course of employment.

No agent, consultant, Council member, officer or authorized employee of City, shall be personally responsible for any liability arising under the Contract.

17.10 NO ESTOPPEL

City shall not, nor shall any officer thereof, be precluded or estopped by any measurement, estimate or certificate made or given by the City representative or other officer, agent, or employee of City under any provisions of the Contract from at any time (either before or after the final completion and acceptance of the Work and payment therefor) pursuant to any such measurement, estimate or certificate showing the true and correct amount and character of the work done, and materials furnished by Contractor or any person under the Contract or from showing at any time that any such measurement, estimate or certificate is untrue and incorrect, or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the Contract Documents. Notwithstanding any such measurement, estimate or certificate, or payment made in accordance therewith, City shall not be precluded or estopped from recovering from Contractor and its Sureties such damages as City may sustain by reason of Contractor's failure to comply or to have complied with the Contract Documents.

17.11 GOVERNING LAW

The laws of the State of California govern the construction and interpretation of the Contract Documents, without regard to conflict of law principles. Unless the Contract Documents provide otherwise, any reference to laws, ordinances, rules, or regulations include their later amendment, modifications, and successor legislation. If Contractor or City brings a lawsuit to enforce or interpret one or more provisions of the Contract Documents, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. Contractor and City acknowledge that the Contract Documents were negotiated, entered into, and executed—and the Work was performed—in the City of Vernon, California.

17.12 FURTHER ASSURANCES

Contractor shall promptly execute and deliver to City all such instruments and other documents and assurances as are reasonably requested by City to further evidence the obligations of Contractor hereunder, including assurances regarding assignments of Subcontractors contained herein.

17.13 SEVERABILITY

If any clause, provision, section, paragraph or part of the Contract is ruled invalid by a court having proper jurisdiction, then the parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section, paragraph or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, including an equitable adjustment to the Contract Price to account for any change in the Work resulting from such invalidated portion; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section, paragraph or part shall not affect the validity or enforceability of the balance of the Contract, which shall be construed and enforced as if the Contract did not contain such invalid or unenforceable clause, provision, section, paragraph or part.

17.14 HEADINGS

The captions of the sections of the Contract are for convenience only and shall not be deemed part of the Contract or considered in construing the Contract.

17.15 ENTIRE AGREEMENT

The Contract Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to its subject matter.

17.16 COUNTERPARTS

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[END OF ARTICLE]

EXHIBIT 1

Bond No.: _____
Premium Amount: \$ _____
Bond's Effective Date: _____

PERFORMANCE BOND

RECITALS:

1. The City of Vernon, California ("City"), has awarded to

(Name, address, and telephone of Contractor)

("Principal"),
a Contract (the "Contract") for the Work described as follows:

No. _____;
0607 _____
_____ in Vernon, CA.

2. Principal is required under the terms of the Contract— and all contract documents referenced in it ("Contract Documents")— to furnish a bond guaranteeing Principal's faithful performance of the Work.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars (\$ _____) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

(Name, address, and telephone)
_____ Registered Agent's California Department of Insurance License No. _____

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal promptly and faithfully performs the undertakings, terms, covenants, conditions, and agreements in the Contract and Contract Documents (including all their amendments and supplements), all within the time and in the manner that those documents specify, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. This Bond specifically guarantees Principal's performance of each obligation and all obligations under the Contract and Contract Documents, as they may be amended and supplemented— including, but not limited to, Principal's liability for liquidated damages, Warranties, Guarantees, Correction, and Maintenance obligations as specified in the Contract and Contract Documents— except that Surety's total obligation, as described here, will not exceed the Bonded Sum.
2. For those obligations of Principal that survive Final Completion of the Work described in the Contract and Contract Documents, the guarantees in this Bond also survive Final Completion of the Work.
3. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly: (a) remedy the default; (b) complete the Project according to the Contract Documents' terms and conditions then in effect; or (c) using a procurement methodology approved by City, select a contractor or contractors— acceptable to City— to complete all of the Work, and arrange for a contract between the contractor(s) and City. Surety shall make available, as the Work progresses, sufficient funds to pay the cost of completion less the balance of the Contract Sum,

and to pay and perform all obligations of Principal under the Contract and Contract Documents— including other costs and damages for which Surety is liable under this Bond— except that Surety's total obligation, as described here, will not exceed the Bonded Sum.

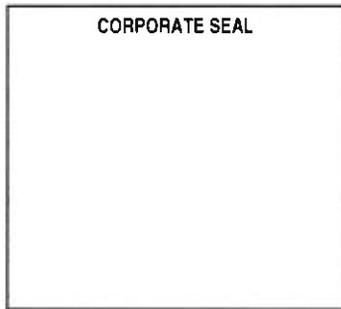
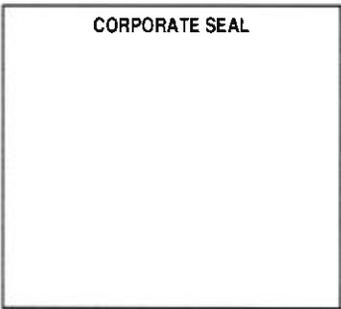
4. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents— including, without limitation, an extension of time for performance— does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.
5. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Work.
6. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
7. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
8. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL: _____ (Company Name) _____ (Signature) By: _____ (Name) Its: _____ (Title)	SURETY: _____ (Company Name) _____ (Signature) By: _____ (Name) Its: _____ (Title)
--	---

Address for Serving Notices or Other Documents: _____ _____	Address for Serving Notices or Other Documents: _____ _____
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- **THIS BOND MUST BE EXECUTED IN TRIPLICATE.**
- **EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.**
- **THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.**
- **A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.**

APPROVED AS TO SURETY AND AMOUNT OF BONDED SUM: By _____ Director of Public Works, Water and Development Services	APPROVED AS TO FORM: By _____ City Attorney
---	---

**BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT**

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of
_____, and acknowledged to me that he/she subscribed the
name of _____ thereto as principal, and his/he own name as
attorney in fact.

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.**

Notary Public

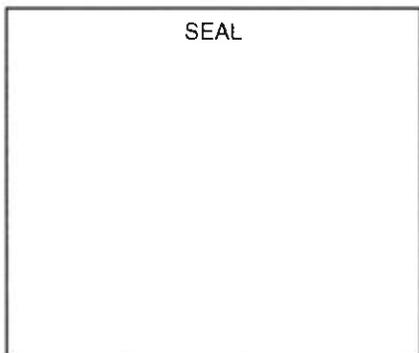


EXHIBIT 2

Bond No.: _____
Premium Amount: \$ _____
Bond's Effective Date: _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

RECITALS:

1. The City of Vernon, California ("City"), has awarded to

(Name, address, and telephone of Design-Builder)

("Principal"),
a Contract (the "Contract") for the Work described as follows:

Specification

No. _____ : _____
_____ in Vernon, CA.

- 2. Principal is required under California Civil Code Sections 3247-3248 and the terms of the Contract— and all contract documents referenced in it ("Contract Documents")— to furnish a bond guaranteeing Principal's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Work.
- 3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars (\$ _____) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

(Name, address, and telephone)
_____. Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal or a subcontractor fails to pay (a) any person named in California Civil Code Section 3181, or any successor legislation; (b) any amount due under California's Unemployment Insurance Code, or any successor legislation, for work or labor performed under the Contract or Contract Documents; or (c) any amount under Unemployment Insurance Code Section 13020, or any successor legislation, that Principal or a subcontractor must deduct, withhold, and pay over to the Employment Development Department from the wages of its employees, for work or labor performed under the Contract or Contract Documents, then Surety shall pay for the same in an amount not-to-exceed the Bonded Sum. Otherwise, this obligation becomes null and void. While this Bond remains in full force and effect, the following terms and conditions apply to this Bond:

- 1. This Bond inures to the benefit of any of the persons named in California Civil Code Section 3181, or any successor legislation, giving those persons or their assigns a right of action in any suit brought upon this Bond, unless California Civil Code Section 3267, or any successor legislation, applies.
- 2. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents— including, without

limitation, an extension of time for performance— does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.

3. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Work.
4. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
5. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

SURETY:

(Company Name)

(Company Name)

(Signature)

(Signature)

By: _____
(Name)

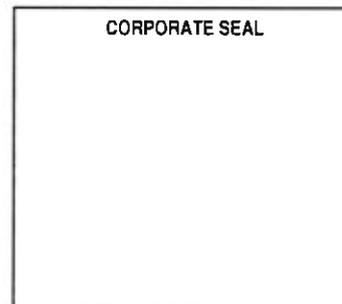
By: _____
(Name)

Its: _____
(Title)

Its: _____
(Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:



- **THIS BOND MUST BE EXECUTED IN TRIPLICATE.**
- **EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.**
- **THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.**
- **A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.**

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By _____
Director of Public Works, Water and Development
Services

By _____
City Attorney

**BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT**

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of
, and acknowledged to me that he/she subscribed the name of _____ thereto
as principal, and his/he own name as attorney in fact.

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.**

Notary Public

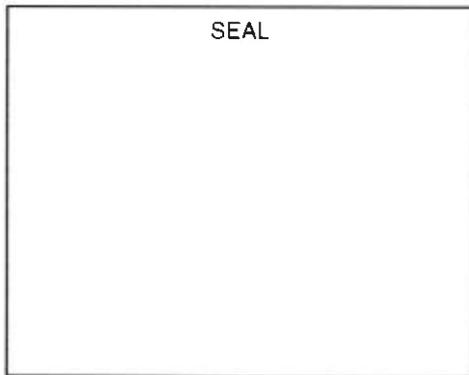


EXHIBIT 3

Bond No.: _____
Premium Amount: \$ _____
Bond's Effective Date: _____

MAINTENANCE BOND

RECITALS:

- 1. The City of Vernon, California ("City"), has awarded to

(Name, address, and telephone of Contractor)

("Principal"),
a Contract (the "Contract") for the Work described as follows:

Specification

No. _____ : _____
_____ in Vernon, CA.

- 2. Principal is required under the terms of the Contract— and all contract documents referenced in it ("Contract Documents")— after completion of the Work and before the filing and recordation of a Notice of Completion for the Work, to furnish a bond to secure claims for Maintenance equal to ten percent (10%) of the total amount of the Contract Which shall hold good for a period of one (1) year from the date the City's Notice of Completion and Acceptance of the Work is filed with the County Recorder, to protect the City against the result of faulty material or workmanship during that time.
- 3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety) _____ ("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars (\$ _____) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

(Name, address, and telephone)
Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT if the said Principal or any of his or her or its subcontractors, or the heirs, executors, administrators, successors, or assigns or assigns of any, all, or either of them, shall fail to execute within a reasonable amount of time, or fail to respond within seven (7) days with a written schedule acceptable to the City for same, repair or replacement of any and all Work, together with any other adjacent Work which may be displaced by so doing, that proves to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in the Contract to be for a longer period) from the date the City's Notice of Completion and Acceptance, or equivalent, is filed with the County Recorder, ordinary wear and tear and unusual abuse or neglect excepted with respect to such Work and labor, the Surety herein shall pay for the same, in an amount not exceeding the sum specified in this Bond.

- 1. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly remedy the default using a procurement methodology approved by City, select a contractor or contractors— acceptable to City to complete all of the Work, and arrange for a contract between the contractor(s) and City. Surety shall make available sufficient funds to pay the cost of repair or replacement of any and all Work and to pay and perform all obligations of Principal under the Contract and Contract Documents— including other costs and damages for which Surety is liable under this Bond except that Surety's total obligation, as described here, will not exceed the Bonded Sum.

2. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.
3. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.
4. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Work.
5. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
6. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay, in addition to the Bonded Sum, City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
7. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.
8. Death of the Principal shall not relieve Surety of its obligations hereunder.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____ <div style="text-align: center; margin-top: 10px;"> PRINCIPAL: _____ (Company Name) _____ (Signature) </div>	_____ <div style="text-align: center; margin-top: 10px;"> SURETY: _____ (Company Name) _____ (Signature) </div>
By: _____ (Name)	By: _____ (Name)
Its: _____ (Title)	Its: _____ (Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:



- **THIS BOND MUST BE EXECUTED IN TRIPPLICATE.**
- **EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.**
- **THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.**
- **A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.**

APPROVED AS TO SURETY & AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By _____
 Director of Public Works, Water and Development
 Services

By _____
 City Attorney

**BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT**

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of
_____, and acknowledged to me that he/she subscribed the
name of _____ thereto as principal, and his/he own name as
attorney in fact.

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.**

Notary Public

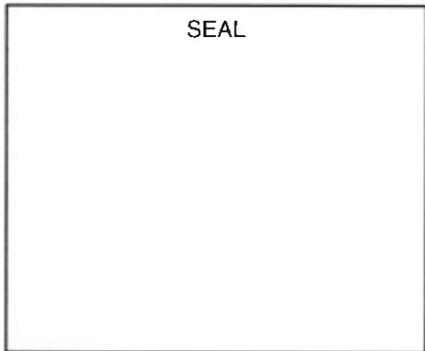


EXHIBIT 4

INSURANCE REQUIREMENTS

1.0 REQUIRED INSURANCE POLICIES

At its own expense, Contractor shall obtain, pay for, and maintain – and shall require each of its Subcontractors to obtain and maintain – for the duration of the Agreement, policies of insurance meeting the following requirements:

A. Workers' Compensation/Employer's Liability Insurance shall provide workers' compensation statutory benefits as required by law.

1. Employer's Liability insurance shall be in an amount not less than:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (b) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (c) ONE MILLION DOLLARS (\$1,000,000) policy limit.

B. Commercial General Liability ("CGL") (primary). City and its employees and agents shall be added as additional insureds, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee, representative or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

1. CGL insurance must not be written for less than the limits of liability specified as follows:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;
 - (b) ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal and advertising injury to any one person;
 - (c) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; and
 - (d) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit.
2. CGL insurance must include all major divisions of coverage and must cover:
 - (a) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);
 - (b) Independent Contractor's Protective;
 - (c) Independent Contractors;

- (d) Products and Completed Operations (maintain same limits as above until **five (5)** years after recordation of Notice of Completion)
 - (e) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
 - (f) Contractual Liability (including specified provision for Contractor's obligation under Article 11 of the General Conditions); and
 - (g) Broad Form Property Damage.
3. Umbrella or Excess Liability Insurance (over primary), if provided, shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. The policy shall have starting and ending dates concurrent with the underlying coverages. The Named Insured may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

C. Business Automobile Liability Insurance

1. Business Automobile Liability Insurance must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned. If Contractor does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Business Automobile Liability Insurance coverage amounts shall not be less than the following:
- (a) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
 - (b) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
 - (c) ONE MILLION DOLLARS (\$1,000,000) combined single limit.

D. Contractors Pollution Liability Insurance (CPL)

1. Contractor or Subcontractor shall obtain, pay for, and maintain for the duration of the Contract Contractors Pollution Liability insurance that provides coverage for liability caused by pollution conditions arising out of the operations of the Contractor. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, the policy must include work performed "by or on behalf" of the insured.
2. The policy limit shall provide coverage of no less than **one million dollars (\$1,000,000)** per claim and in the aggregate. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs of defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

3. All activities contemplated in the Contract shall be specifically scheduled on the CPL policy as "covered operations." In addition, the policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.
4. The policy shall specifically provide for a duty to defend on the part of the insurer. City, its officers, employees and agents shall be added to the policy as additional insureds by endorsement.

E. Builder's Risk Insurance

1. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement including earthquake and flood for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the site, off site, or in transit, for the full replacement value of such properties. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be liable. The City will purchase a builder's risk policy for the Project instead of a contractor purchased policy. **Bidder should not include cost for this coverage in his/her bid.**

2.0 GENERAL REQUIREMENTS—ALL POLICIES

A. Qualifications of Insurer. At all times during the term of this Contract, Contractor's insurance company must meet all of the following requirements:

1. "Admitted" insurer by the State of California Department of Insurance or be listed on the California Department of Insurance's "List of Surplus Line Insurers" ("LESLI");
2. Domiciled within, and organized under the laws of, a State of the United States; and
3. Carry an A.M. Best & Company minimum rating of "A:VII".

B. Continuation Coverage. For insurance coverages that are required to remain in force after the Final Payment, and if reasonably available, Contractor shall submit to City, with the final Application for Payment, all certificates and additional insured endorsements evidencing the continuation of such coverage.

C. Deductibles or Self-Insured Retentions. All deductibles or self-insured retentions are subject to City's review and approval, in its sole discretion.

D. Commercial General Liability and Business Automobile insurance policies must be written on an "occurrence" basis and must add the City of Vernon and its officers, agents, employees and representatives as additional insureds.

E. Contractor's Insurance Primary. Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to City, or its representatives, or both, is excess over Contractor's insurance. City's insurance, or self-insurance, or both, will not contribute with Contractor's insurance policy.

F. Waiver of Subrogation. Contractor and Contractor's insurance company waive—and shall not exercise—any right of recovery or subrogation that Contractor or the insurer may have against City, or its representatives, or both.

G. Separation of Insureds. Contractor's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability.

H. Claims by Other Insureds. Contractor's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage.

I. Premiums. City is not liable for a premium payment or another expense under Contractor's policy

J. At any time during the duration of this Contract, City may do any one or more of the following:

1. Review this Agreement's insurance coverage requirements;
2. Require that Contractor obtain, pay for, and maintain more insurance depending on City's assessment of any one or more of the following factors:
 - (a) City's risk of liability or exposure arising out of, or in any way connected with, the services of Contractor under this Agreement;
 - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of Contractor under this Agreement; or
 - (c) The availability, or affordability, or both, of increased liability insurance coverage.
3. Obtain, pay for, or maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to City for liability, or costs, or both, that City incurs during City's investigation, administration, or defense of a claim or a suit arising out of this Agreement; or

K. Contractor shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that City specifies for any coverage that Contractor must maintain after the Final Payment.

L. Contractor shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Contractor's insurance company shall mail City written notice at least thirty (30) days in advance of the policy's cancellation, termination, non-renewal, or reduction in coverage and ten (10) days before its insurance policy's expiration, cancellation, termination, or non-renewal, Contractor shall deliver to City evidence of the required coverage as proof that Contractor's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

M. At any time, upon City's request, Contractor shall furnish satisfactory proof of each type of insurance coverage required—including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising Contractor's self-insurance program—all in a form and content acceptable to the City Attorney or City's Risk Manager.

N. If Contractor hires, employs, or uses one or more Subcontractor(s) to perform work, services, operations, or activities on Contractor's behalf, Contractor shall ensure that the Subcontractor complies with the following.

1. Meets, and fully complies with, this Agreement's insurance requirements; and

2. Furnishes City at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for City's review, or approval, or both. Failure of City to request copies of such documents shall not impose any liability on City, or its employees.

O. Contractor's failure to comply with an insurance provision in this Agreement constitutes a material breach upon which City may immediately terminate or suspend Contractor's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion and without waiving any other rights it may have pursuant to law, City has the right but not a duty to obtain or renew the insurance and pay all or part of the premiums. Upon demand, Contractor shall repay City for all sums or monies that City paid to obtain, renew, or reinstate the insurance, or City may offset the cost of the premium against any sums or monies that City may owe Contractor.

3.0 CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

A. Contractor shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents and shall deliver said documents at the same time Contractor delivers this Agreement to City. City will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved all insurance documents. City's decision as to the acceptability of all insurance documents is final. Sample insurance documents in the City's approved format are set forth in this 4.

B. Required Submittals for Commercial General Liability and Business Automobile Insurance and Contractor's Pollution Liability Insurance. The following submittals must be on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative – which fully meet the requirements of, and contain provisions entirely consistent with, all of the insurance requirements set forth herein.

1. "Certificate of Insurance"
2. "Additional Insured Endorsement"
3. Subrogation Endorsement: "Waiver of Transfer to Rights of Recover Against Others"

Both Certificates of Insurance and Additional Insured Endorsements must read as follows: "The City of Vernon, and its officers, agents, employees and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance and self-insurance will apply in excess of, and will not contribute with this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

C. Required Submittals for Workers' Compensation Insurance. Contractor shall provide City with a certificate of insurance and a subrogation endorsement on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative – which fully meet the requirements of, and contain provisions entirely consistent with, this Contract's workers compensation insurance requirements. If Contractor is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California is required; or if Contractor is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form is required.

D. Required Evidence of Builder's Risk Coverage. City will provide a certificate of insurance and a declarations page on a form satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative. The policy terms must fully meet the requirements of, and contain provisions entirely consistent with, all of the insurance requirements set forth herein. The City shall be named as a loss payee on the insurance policy for the full replacement value of all buildings, structures, fixtures and materials to be constructed, maintained, repaired or supplied pursuant to this Contract.

E. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that all required coverage is provided. Contractor agrees to obtain certificates evidencing such coverage.

F. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City or any other indemnitee as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

G. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

H. Any "self-insured retention" must be declared and approved by City. City reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If Contractor has such a program, Contractor must fully disclose such program to City.

EXHIBIT B

NOTICE INVITING BIDS

**For
Urban Forest Management Services
in the
City of Vernon, California**

Bids are to be signed and submitted in TRIPLICATE. ONE ORIGINAL AND TWO COPIES of sealed bids must be received prior to **2:00 p.m., on December 3, 2015**, by the City Clerk, City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058, ("Bid Deadline").

All bids shall be enclosed in sealed envelopes, distinctly marked "Bid" with the title of the bid and the bidder's name address appearing on the outside.

Mail sufficiently early or deliver in person before 2:00 p.m. on the day listed in the Notice Inviting Bids. Bids must be received in the City Clerk's Office before that time. At the bid opening, the City Clerk shall open bid packages and acknowledge the receipt of Bids. Once all bid packages are opened and announced, the Bid Forms will be made available for public review.

NO LATE BIDS WILL BE ACCEPTED

The bids shall be clearly titled. Copies of the Bid Documents, Plans and Specifications are available at no charge at the Public Works, Water and Development Services Counter, City of Vernon, 4305 Santa Fe Avenue, Vernon, between 7 a.m. and 5:30 p.m., Monday through Thursday. A non-refundable fee of \$20.00 will be charged if mailing is requested by calling (323) 583-8811.

A non-mandatory pre-bid meeting to answer any questions regarding the project plans and specifications is scheduled for **November 17, 2015 at 10:00 a.m.** in the Department of Public Works, Water and Development Services, 4305 Santa Fe Avenue, Vernon, California. This meeting is to answer any questions regarding the project plans and specifications.

City of Vernon Contact Person: Scott B. Rigg
Phone: (323) 583-8811 x279
Facsimile: (323) 826-1435
Email: srigg@ci.vernon.ca.us

Mandatory Qualifications for Bidder and Designated Subcontractors:

A Bid may be rejected as non-responsive if the Bidder fails to meet the essential requirements for qualification.

General Scope of Work:

Contractor shall furnish labor, materials, equipment, services, and specialized skills to perform work involved in the Project. The City has approximately 1,044 trees that comprise its Urban Forest. The scope of work includes the pruning, removal, and replacement, of trees within the City of Vernon's (City) Urban Forest. The Contractor shall prune the entire inventory of Indian Laurel trees an annual basis. Grid No. 2 shall be pruned in year's 1 & 3. Grid No. 1 shall be pruned in year 2. Moreover, the scope of work includes the pruning all trees located on City Government Facilities, City Owned Housing (front and back yards), and City Owned Apartments on an annual basis.

The City's inventory of trees is reflected in Section No. 2, Page BF No. 7. The City reserves the right to make changes or modifications to the pruning cycles at its discretion. The addresses of the above-mentioned facilities are reflected below:

Government Facilities

Vernon City Hall:	4305 Santa Fe Avenue
Public Works Building:	4305 Santa Fe Avenue
Gas and Electric Building:	4990 Seville Avenue
Petrelli Electric Building:	2323 East Vernon Avenue
Fire Station No. 2	4301 Santa Fe Avenue

City Owned Housing

Fruitland Avenue:	3345 through 3365
Vernon Avenue:	3550 through 3560
Furlong Place:	4321 through 4330

City Owned Apartments

50 th Street:	3376 through 3390
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The work shall be done in accordance with the Pruning Standards for the Western Chapter ISA and project specifications, and the "Greenbook" Standard Specifications for Public Works Construction (2015 Edition), including all supplements thereto issued prior to bid opening date.

Mandatory Qualifications for Bidder and Designated Subcontractors:

A Bid may be rejected as non-responsive if the Bid fails to document that Bidder meets the essential requirements for qualification. As part of the Bidder's Statement of Qualifications, each Bid must establish that:

Bidder satisfactorily completed at least five (5) prevailing wage public contracts in California; each comparable in scope and scale to this Project, within five (5) years prior to the Bid Deadline and with a dollar value in excess of the Bid submitted for this Project.

Other Bidding Information:

1. Contract Length: three (3) years
2. Amount of Liquidated Damages: \$500.00 per calendar day
3. Bidding Documents. Bids must be made on the Proposal Form contained herein.
4. Acceptance or Rejection of Bids. The City reserves the right to reject any and all bids, to award all or any individual part/item of the bid, and to waive any informalities, irregularities or technical defects in such bids and determine the lowest responsible bidder, whichever may be in the best interests of the City. No late bids will be accepted, nor will any oral, facsimile or electronic bids be accepted by the City.
5. Contractor's License. At the time of the Bid Deadline and at all times during performance of the Work, including full completion of all corrective work during the Correction Period, Contractor must possess a California contractor's license or licenses, current and active, of the classification required for the Work, in accordance with the provisions of Chapter 9, Division 3, Section 7000 et seq. of the Business and Professions Code. In compliance with Public Contract Code Section 3300, the City has determined that the Bidder must possess the following license(s): D-49 Tree Service License. The Bidder will not receive a Contract award if at the time of submitting the bid, the Bidder is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active. If the City discovers at the time of the Bid Deadline that Contractor is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active, the City may reject the Bid, cancel the award, declare the Bid Bond as forfeited, keep the Bid Bond's proceeds, and exercise any one or more of the remedies in the Contract Documents in addition to those provided by law.
6. Subcontractors' Licenses and Listing. Bidders must list each Subcontractor whom the Bidder must disclose under Public Contract Code Section 4104 (Subcontractor Listing Law), and the Bidder must provide all of the Subcontractor information that Section 4104 requires (name, address, license number, and portion of the Work). An inadvertent error in the license number will not be considered nonresponsive if it is corrected within 24 hours after the bid opening. In addition, the City requires the Bidder to list the dollar value of each Subcontractor's labor or services. The City reserves the right to review and disqualify any proposed Subcontractor. The City's disqualification of a Subcontractor does not disqualify a Bidder. In such case, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor— without an adjustment of the Bid Amount. At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor's license must be current and active for the portion of the Work listed and shall hold all specialty certifications required for such Work.
7. Permits, Inspections, Plan Checks, Governmental Approvals, Utility Fees and Similar Authorizations. All fees for City of Vernon permits shall be waived.
8. Bid Forms and Security: Each Bid must be made on the Bid Forms obtainable at the Department of Public Works, Water and Development Service. Each Bid shall be accompanied by a cashier's check or certified check drawn on a solvent bank, payable to "City of Vernon," for an amount equal to five percent (5%) of the total maximum amount of the Bid. Alternatively, a satisfactory corporate surety Bid Bond for an amount equal to five percent (5%) of the total maximum amount of the Bid may accompany the Bid. Said security shall serve as a guarantee that the successful Bidder will, within fifteen (15) calendar days after the date of the award of the contract, enter into a valid contract with the City for said Work in accordance with the Contract Documents.
9. Bid Irrevocability. Bids shall remain open and valid for ninety (90) calendar days after the Bid

Deadline.

10. Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of securities for withheld funds is permitted in accordance therewith.

11. Prevailing Wages. This Project is a "public work" as defined in California Labor Code Section 1720. Contractor awarded this Contract and all Subcontractors of any tier shall not pay less than the minimum prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Work. The Director of Industrial Relations of the State of California, pursuant to the California Labor Code, and the rates determined by the California Director of Industrial Relations are available online at www.dir.ca.gov/DLSR/PWD/.

12. Payroll Records. Pursuant to SB 854, Contractor and any Subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

13. Annual Fee to the Department of Industrial Relations (DIR). Pursuant to Labor Code 1725.5, Contractor and any Subcontractors who bid or work on this project with the City must register and pay an annual fee to the DIR. This project is subject to compliance monitoring and enforcement by the DIR.

Mark Whitworth
City Administrator

Dated: _____ (Authorized by City Attorney)

Published: _____

City of Vernon
Instructions for Bidders
Project: URBAN FOREST MANAGEMENT SERVICES

For the Department OF PUBLIC WORKS, WATER AND DEVELOPMENT SERVICES

City personnel with whom prospective bidders will deal with are:

Scott B. Rigg, Department of Public Works, Water and Development Services, 4305 Santa Fe Avenue, Vernon, CA 90058 (323) 583-8811 Ext. 279.

Bid opening date and time: **December 3, 2015 (“Bid Deadline”) at 2:00 p.m.**

Bids will be received and opened at the Office of the City Clerk, 4305 Santa Fe Avenue, Vernon, CA 90058

The bid must be received by the City Clerk prior to the time set for bid opening. A bid received by the City Clerk after the time set for the bid opening is a non-responsive bid and shall not be considered.

GENERAL BID REQUIREMENTS

To be considered, a bidder must strictly follow the format for bids in the specifications. Bids must be binding and firm. Any bids may be withdrawn before bid opening, but bids shall remain open and valid for ninety (90) calendar days after the Bid Deadline.

1. CONTRACTORS LICENSE

The Bidder must possess a valid State of California Contractors License in the classification(s) specified in the Notice Inviting Bids at the time of the Bid Deadline and at all times during the performance of the Work, except as otherwise provided in California Business and Professions Code Section 7028.15.

2. INTERPRETATION OF BIDDING DOCUMENTS, SPECIFICATIONS AND ADDENDA

A. If any Bidder contemplating submitting a Bid is in doubt as to the true meaning of any part of the Bidding Documents, or who finds discrepancies, errors or omissions therein or who finds variances in any of the Bidding Documents with applicable law, such Bidder shall at once submit a written request for an interpretation or correction thereof to the City's representative identified in the Notice Inviting Bids, or other designated individual. All Bidders shall submit such written requests to City not less than ten (10) calendar days prior to the Bid Deadline. The person or entity submitting the request shall be responsible for its prompt delivery to City's Contact Person identified in the Notice Inviting Bids.

Any interpretation or correction will be made only by Addendum issued by the City and a copy of such Addendum will be delivered to all Interested Bidders of record. Any Addenda

so issued must be acknowledged in the Bid and the cost of performing Work described in the Addenda shall be included in the Bid. Bidder's failure to acknowledge receipt of all Addenda may result in rejection of the Bid as nonresponsive. No person is authorized to render an oral interpretation or correction of any Bidding Documents and no Bidder may rely on any such oral interpretation or correction issued by the City. The City shall not be responsible for any other explanation or interpretation of the Drawings or Specifications, or for any oral instructions. City reserves the right to extend the Bid Deadline by issuing an Addendum to Interested Bidders no later than 72 hours prior to the Bid Deadline. Bidders shall use complete sets of Bidding Documents in preparing Bids; City shall not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued and the Bidder shall acknowledge their receipt in the Bid.

3. **OBTAINING DRAWINGS AND DOCUMENTS**

Bidder may secure Bidding Documents only from the location specified in the Notice Inviting Bids. City will maintain a list of persons who obtained a copy of these Specifications ("Interested Bidders"). Only Interested Bidders will receive Addenda, if so issued.

4. **BID FORMS – SUBMITTAL**

- A. The Bids shall be made on the forms provided herein with all blank spaces properly filled in.
- B. The phraseology shall not be changed, and no additions shall be made to the items mentioned herein. Unauthorized conditions, exemptions, limitations, or provisions attached to a Bid will render it informal and may cause its rejection. All forms requiring specific information shall be completed with all applicable information for a Bid to be considered responsive.
- C. Include all Bid Forms, properly executed, and intact on forms provided. Enclose the Bid Forms in a sealed envelope; type or print on the envelope "BIDS for" followed by the title and Specification Number and the date and time of the Bid Deadline, and the Bidder's name and address. The envelope may be mailed, hand delivered, or delivered by courier or package delivery service.
- D. **One Original Bid and two copies** shall be hand delivered, delivered by courier or package delivery service to the City Clerk, City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058.
- E. Bids received after the Bid Deadline or at any place other than the Office of the City Clerk will not be considered.

5. **BID FORMS – AUTHORIZED SIGNATURES**

- A. The full name, business address, zip code, and business telephone number, with area code of the individual, partnership, joint venture, or corporation submitting the Bid shall be

typewritten or legibly printed on the Bid Forms. The Bidder shall sign the form with his/her usual wet ink signature.

- B. **Sole Proprietorship:** An individual shall sign.
- C. **Partnership (General or Limited):** A partner shall sign for a partnership; the partner shall give the names and addresses of all partners.
- D. **Corporation:** An officer shall sign for a corporation. The corporate name must be attested by the corporate seal. The names and titles of the president and all officers of the corporation who are authorized to sign the Bid Forms must be listed in an authenticated Incumbency Certificate signed by the corporate secretary. A signature other than a corporate officer's will be accepted only if an authenticated Incumbency Certificate is attached.
- E. **Joint Venture:** Bidders shall use the appropriate section(s) listed above in B-D, based on their applicable situation.

6. **BID FORMS – SCHEDULE OF BID PRICES**

- A. The Bidder shall include in his/her Bid price(s) any and all expense or costs that may be necessary to complete the project in accordance with the requirements of the Contract. The cost of all mobilization, preparatory work and operations for the multiple movements of personnel, equipment, supplies, and incidentals to the various project sites must be included in the various bid items, and no extra compensation will be paid to Contractor.
- B. The Bidder shall state for each item on the Schedule of Bid Prices form, in clearly legible figures, the Base Bid, the alternates, and the unit price and item total or lump sum, as the case may be, for which he/she proposes to supply labor, materials, and equipment and to perform the Work. Bids must not contain any erasures, interlineations, strike-throughs or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure or correction the initials of the person(s) signing the Bid. If any Bid, or portion thereof, is determined by the City to be illegible, ambiguous or inconsistent, City may reject such a Bid as being non-responsive.
- C. In the case of a unit price item, the amount set forth, as the item total shall be the product of the estimated quantity times the unit price Bid. In the event of a discrepancy between the unit price Bid and the item total, the unit price shall prevail; however, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- D. All requested Alternates, if any, shall be Bid. See the Schedule of Bid Prices for more information and the list of Bid Alternates, if any. If no change in the Base Bid is required, enter "No Change."

7. **BID SECURITY**

- A. Each Bid shall be accompanied by cash or a cashier's check or a certified check, drawn on a responsible bank doing business in the United States payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as a principal and a California admitted surety company (as defined by California Code of Civil Procedure §§995.120 and 995.311) as surety ("Bid Security").
- B. All bonds must be issued by a California admitted surety insurer with the minimum A.M Best Company Financial strength rating of "A:VII" or better. Bonds issued by a California admitted surety not listed on Treasury Circular 570 will be deemed accepted unless specifically rejected by the City. Bonds issued from admitted surety insurers not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660. All such bonds must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety must be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.
- C. Bid Security shall be in an amount not less than 5% of the Base Bid. Any Bid submitted without Bid Security will be rejected as non-responsive. The Bid Security shall be given as a guarantee that the successful Bidder will execute the Contract and will provide the insurance, bonds and other required forms within fourteen (14) calendar days after award of the Contract. Bidders will be entitled to return of Bid Security except when a successful Bidder forfeits its Bid Security. A forfeit may occur, for example, if the successful Bidder withdraws its Bid prior to the expiration of ninety (90) calendar days after award of the Contract; attempts to withdraw its Bid when the requirements of Public Contract Code § 5101 *et seq.* are not met; or refuses or fails to execute the Contract and provide the required bonds, insurance or certificates within fourteen (14) calendar days after award of the Contract. In any one or more of these events, if City awards the Contract for the Work to the next lowest responsible Bidder, the amount of the original lowest Bidder's security shall be applied to the Contract Price differential between the lowest Bid and the second lowest Bid. Any surplus will be returned to the original lowest Bidder. If the City rejects all other Bids presented and re-advertises, the lowest Bidder's Bid Security may be used to offset the City's cost of re-advertising and receiving new Bids. In that case, the surplus if any, will be returned to the original lowest Bidder.
- D. The Bid Security shall be held for ninety (90) calendar days after the award of the Contract or until posting by the successful Bidder of the payment and performance bonds, proof of insurance, return of executed copies of the Contract and necessary certification(s), whichever first occurs, after which time the Bid Security will be returned to all Bidders.
- E. If a Bid Bond is to be submitted, Bidder shall use the form entitled "Bid Bond" contained in the Bidding Documents, which Bid Bond shall be properly executed and acknowledged by the Bidder and by a corporate surety authorized to transact such business in the State of California.

- F. Any alteration of said form of Bid Bond, or imperfection in the execution thereof, as herein required, will render it informal and may, at the option of the City, result in the rejection of the Bid under which the Bid Bond is submitted.

8. **BIDDER'S AND SPECIALTY CONTRACTORS' STATEMENTS OF QUALIFICATIONS**

- A. Each Bidder shall be required to complete, execute and submit with its Bid, the form entitled "Bidder's Statement of Qualifications."
- B. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of the contract documents. In selecting the lowest responsible Bidder, consideration will be given not only to the Bidder's financial standing but also to the general competency of the Bidder for the performance of the work covered by the Bid including, but not limited to, the experience of the Bidder in construction of public buildings for public agencies. By submitting a Bid, each Bidder agrees that the City, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience with similar types of construction projects and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the work.

9. **DESIGNATION OF SUBCONTRACTORS**

- A. Subcontractor Listing. On the Designation of Subcontractors form, the Bidder shall list each Subcontractor whom the Bidder must disclose under the Subletting and Subcontracting Fair Practice Act, Public Contract Code Section 4104. The Bidder shall provide: each Subcontractor's name, the trade and type of work that the Subcontractor will perform, the location (address) of the Subcontractor's place of business, each Subcontractor's license number, and the dollar value of each Subcontractor's labor or services. If additive Alternate Bid Items are included in the Bidding Documents, the Bidder shall identify each Subcontractor performing additive Alternate Bid Items, when such Work — or the combination of base Contract Work and Alternate Work — exceeds one-half of one percent of the total Bid Amount.
- B. Subcontractors' Licenses. At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor shall possess a current and active California Contractor's license appropriate for the portion of the Work listed for such Subcontractor, and hold all specialty certifications required for such Work.
- C. Disqualification of a Subcontractor. The City has the right to review the suitability and qualifications of any Subcontractor proposed by the Bidder. As part of this review, the City may request a Bidder to submit additional information about one or more of the listed Subcontractors—including, but not limited to—a statement detailing the Subcontractor's experience with pertinent information as to similar projects and other evidence of the Subcontractor's qualifications. If requested, the Bidder shall provide the information to the City within the time specified in the City's written request. After due investigation, if the City

has a reasonable objection to any proposed Subcontractor, the City may, before giving the notice of award, require the apparent successful Bidder to submit an acceptable substitute. The City's disqualification of a Subcontractor does not disqualify a Bidder. However, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor without an adjustment of the Bid Price.

- D. Work of Subcontractors. The organization or arrangement of the Specifications and Drawings do not limit the extent of the Work for the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid or from sub-bids, which is reasonably inferable from the Contract Documents, will not be a basis for adjustment of the Contract Price or the Contract Time.
- E. Ineligible Subcontractors. The successful Bidder is prohibited from performing Work on the Project with any Subcontractor who is ineligible to perform work on a public works project pursuant to California Labor Code Sections 1777.1 or 1777.7. In submitting its Bid, the Bidder certifies that it has investigated the eligibility of each and every listed Subcontractor and has determined that none is ineligible to perform work pursuant to the above code provisions.

10. **CONTRACTOR'S NONCOLLUSION AFFIDAVIT**

A Noncollusion Affidavit in the form provided by the City shall be signed under penalty of perjury, certifying that the Bid is not the result of and has not been influenced by collusion. Bidder shall submit this form with its Bid. Any Bid made without such affidavit, or believed to be made in violation of the requirements set forth in the affidavit form, may be rejected.

11. **INSURANCE REQUIREMENTS**

The Bidder shall submit to its insurance company or insurance agent the Insurance Requirements in this Specification and the Contract Documents. The insurance company's underwriter or agent must complete the Insurance Requirements documentation which states that the insurer's underwriter or agent will furnish the City with the required insurance documents within fourteen (14) days after the Bidder's having been notified of the Contract's award. The Bidder shall submit this form with its Bid. Any Bid made without this statement, or made with an incomplete statement, may be rejected.

12. **EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND SITE OF WORK**

- A. The Bidder shall examine carefully the site of the Work contemplated and the Drawings and Specifications. The submission of a Bid will be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of Work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Drawings, Specifications, and other Contract Documents. The Bidder shall ascertain the locations of the existing utility services, and other underground facilities, and provide for carrying out its operations so as to cause the minimum possible inconvenience to the occupants of properties along any streets affected. All Work and costs involved in the safeguarding of the properties of others shall

be at the expense of the Bidder to whom the Contract may be awarded.

- B. The Bidder hereby certifies that it has examined the local conditions, has read each and every clause of the Contract Documents, and that it has included all costs necessary to complete the specified Work in its Bid prices, and the Bidder agrees that if it is awarded the Contract, it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any of the provisions of the Contract. Should the conditions turn out otherwise than the Bidder anticipated, the Bidder agrees to assume all risks incident thereto.

13. **PRICES AND PAYMENTS**

Approximate quantities listed in the Schedule of Bid Prices are estimates given for comparing Bids, and no claim shall be made against the City for excess or deficiency therein, actual or relative. Payment at the prices agreed upon will be in full for the completed Work and will cover materials, supplies, labor, tools, equipment, and all other expenditures incident to a satisfactory compliance with the Contract, unless otherwise specifically provided.

14. **SUBSTITUTIONS**

Bidders wishing to obtain City's authorization for substitution of any material, device, product, equipment, fixture, form, or type of construction shall submit all requests for substitution, including all data necessary to demonstrate acceptability, a minimum of thirty (30) calendar days prior to the Bid Deadline. Approval of any such substitution shall be made in writing by the City. Bidders shall refer to the appropriate provisions in the General Conditions for additional requirements for substitutions. In the absence of a written Addendum prior to the Bid Deadline or a Change Order approving the request after Contract award, a request for substitution shall be deemed denied.

15. **RETURN OF IMPROPER BIDS**

Bids submitted after the Bid Deadline are non-responsive and shall be returned to the Bidder unopened. Oral, telephonic, telegraphic, facsimile or electronically transmitted Bids shall not be considered unless the Notice Inviting Bids expressly permits such means of transmittal.

16. **WITHDRAWAL OF BIDS**

Bidder may withdraw its Bid either personally or by written request any time prior to the scheduled Bid Deadline by notice to the City's Contact Person designated in the Notice Inviting Bids. If such notice is written, it shall be signed by the Bidder and shall be date-stamped and time-stamped by the City upon receipt. Withdrawn Bids may be resubmitted before the Bid Deadline provided that they are in full conformance with these Instructions to Bidders. Once submitted, all Bids are irrevocable, except as otherwise provided by law. Requests for withdrawal of Bids after the Bid Deadline shall be made only in accordance with California Public Contract Code § 5100, *et seq.* Bidder agrees by submitting a Bid that such Bid shall remain open, is irrevocable, and may not be modified, withdrawn, or cancelled for a period of ninety (90) days after award of the Contract.

17. **OPENING AND EVALUATION OF BIDS**

- A. **Bid Opening and Tabulation.** The Bids shall be opened and read in public after the Bid

Deadline has expired at the time and location listed in the Notice Inviting Bids. A tabulation of all Bids received will be available for public inspection at the Office of the Director of Public Works, Water and Development Services, 4305 Santa Fe Avenue, Vernon, CA during regular business hours for a period of not less than thirty (30) calendar days following the Bid Deadline. The City reserves the right to accept or reject any or all Bids and be the sole judge regarding the suitability of the products, services or supplies offered; and/or to waive any irregularities or informalities in any Bids or in the bidding process. The City further reserves the right to purchase all or fewer than all items or quantities of each item listed in the Bidding Documents. The award of the Contract, if made by the City, shall be to the lowest responsive and responsible Bidder.

B. Evaluation of Bids.

1. **Mandatory Qualifications.** A Bid shall be rejected as non-responsive if the Bidder fails to document in the Bid that Bidder meets the essential requirements for qualification described in the Notice Inviting Bids. As part of the Bidder's Statement of Qualifications each Bidder must establish that it, as the current entity: (1) has successfully completed at least five projects (5) similar projects involving similar work within the last five (5) years with a cost equal to or in excess of the Bidder's Bid; and (2) has successfully completed at least five (5) public works projects.
2. **Responsive Bid.** A responsive Bid is a Bid which conforms, in all material respects, to the Bidding Requirements and Contract Documents.
3. **Responsible Bidder.** A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of the Contract Documents.
4. **Competency of Bidders.** In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid including, but not limited to, the experience of the Bidder in construction of public works for public agencies. By submitting a Bid, each Bidder agrees that the City, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience with similar types of construction projects and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, safety record and protocols and other factors which could affect the Bidder's performance of the Work.

19. AWARD OF CONTRACT

The City reserves the right to reject any or all Bids and to waive any or all information or technical defects, as the interest of the City may require. Award of Contract or rejection of Bids will be made by the City within ninety (90) calendar days following the Bid Opening.

20. BASIS OF AWARD

- A. The City will award the Contract based on the lowest Base Bid including all options.
- B. City reserves the right in its sole discretion to select any, all, or none of the Bid Alternates at the time of award of the Contract, regardless of whether such Bid Alternates were used in the analysis to determine the lowest Bid.

21. EXECUTION OF CONTRACT

Within fourteen (14) calendar days after being notified by City that it has been awarded the Contract, Contractor shall deliver to the City the following documents:

- A. Three (3) copies of the Contract in the form included herein, properly executed by Contractor and, if Contractor is a corporation, evidence of its corporate existence and that the persons signing the Contract are authorized to do so. All signatures must be notarized.
- B. Properly executed copies of the (a) Performance Bond (b) Labor and Material (Payment) Bond and (c) Maintenance Bond in accordance with the requirements set forth in Article 13 of the General Conditions and in the form shown on Exhibits 1, 2 and 3 attached thereto. All signatures must be notarized.
- C. Properly executed policies of all of the following: (a) the Commercial General Liability Insurance, (b) the Automotive Liability Insurance, and (c) Professional Liability, if required, and (e) the corresponding endorsements for each policy in accordance with the requirements set forth in Article 12 of the General Conditions.

In the event that the fourteenth calendar day falls on Saturday, Sunday, a legal holiday for the State of California, or on days when City Hall is closed, the aforesaid documents shall be delivered by the following Working Day.

After receipt of said documents within said time period or any extension thereof granted by the City, the City shall execute the Contract and return one (1) of said three (3) copies to Contractor for its files.

22. PUBLIC RECORDS

City seeks to conduct its business openly. Except as set forth in paragraph 8.A., upon opening, all Bids shall become a matter of public record and shall be regarded as public, with the exception of those elements of each Bid that are identified by the Bidder and plainly marked as "trade secret," "confidential," or "proprietary," including any Statement of Qualifications and financial statements to be submitted by Bidders. Each element of a Bid which a Bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents, or other, non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If City receives a request from a third party to make a Bid available for inspection and copying, the City will notify the Bidder of the request. If a Bidder instructs the City that the information is not to be released, City will withhold the information, provided, the Bidder expeditiously seeks a protective order from a court of competent jurisdiction to prevent such release.

If disclosure is required under the California Public Records Act or otherwise by law (despite the Bidder's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Bidder shall indemnify, defend (including Bidder's providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging City's refusal to publicly disclose one or more records that Bidder identifies as protectable, or asserts is protectable.

23. **PREVAILING WAGE RATES AND EMPLOYMENT OF APPRENTICES**

- A. **Prevailing Wage Rates.** The Bidder and all Subcontractors shall utilize the relevant prevailing wage rate determinations in effect on the first advertisement date of the Notice Calling for Bids in preparing the Bid Proposal and all component price quotations, provided, however, that when Davis Bacon wage rates apply, such rates are subject to increase by written notice, issued by Addendum not less than 10 calendar days before the Bid Deadline. Pursuant to California Labor Code Section 1770 *et seq.*, the Director of the Department of Industrial Relations of the State of California and the United States Secretary of Labor have determined the general prevailing wage rates in the locality in which the Work is to be performed. Said rate schedules are available on the Internet at www.dir.ca.gov/DLSR/PWD/. The wage rate for any classification not listed, but which may be required to execute the Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. To comply with California Labor Code Section 1773.2, Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall also comply with the requirements of California Labor Code Sections 1773 *et seq.*
- B. **Apprenticeship Committee Contract Award Information.** Pursuant to California Labor Code § 1777.5 and Title 8 of the California Code of Regulations § 230, Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor shall, within ten (10) calendar days of signing the Contract or subcontract, as applicable, but in any event prior to the first day in which Contractor or Subcontractor has workers employed on the Project, submit the Public Works Contract Award Information form (DAS Form 140) to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and who can supply apprentices to the Project. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.
- C. **Statement of Employer Fringe Benefit Payments.** Within five (5) calendar days of signing the Contract or subcontract, as applicable, the Statement of Employer Payments (DLSE Form PW 26) shall be completed for each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions shall also be reported in this form. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.

- D. Notice to Subcontractors. Bidders shall notify all potential Subcontractors submitting price quotations for portions of the Work of the requirements concerning payment of prevailing wage rates, payroll records, hours of Work, and employment of apprentices.

24. **SPECIAL CITY REQUIREMENTS**

Special City forms and their instructions are an integral part of these specifications and failure to submit same may be grounds, in the sole discretion of the City, for rejection of any Bidder.

- A. Living Wage Ordinance and Prevailing Wage Where Applicable. Contractor, and Subcontractors, if any, shall comply with the terms and conditions of Ordinance No. 1187, the City's Living Wage Ordinance. Upon request, certified payroll documents shall be provided to the City. If there is a difference between the Vernon Living Wage rates and the California Prevailing wage rates for the same classification of labor, Contractor and subcontractor shall not pay less than the highest wage rate for that classification.
- B. Equal Employment Opportunity in Contracting. The City of Vernon is committed to a policy of equal opportunity in contracting. Qualified firms including small businesses and businesses owned by women, minorities, and disabled persons are encouraged to submit bids or proposals. Contractors expressly agree to comply with the City's ordinances and regulations regarding Equal Opportunity Employment as well as regulations that may be mandated by the source of the funds supporting the Contract. Contractor certifies and represents that during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, religious belief, color, national origin, citizenship, ancestry, disability, sex, age, medical condition, pregnancy, sexual orientation or marital status. Contractor certifies that it will not maintain any segregated facilities.

Contractor shall comply with all applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act (California Government Code Section 12900, *et seq.*), California Labor Code Section 1735, and The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*). Contractor shall require like compliance by all Subcontractors employed on the Work.

25. **BID PROTEST PROCEDURES**

- A. Any Bidder submitting a Bid directly to the City and eligible for award of the Contract may file a protest if the Bidder complies with all of the following requirements and conditions:
 - 1. The Bid protest is in writing;
 - 2. A protest based upon alleged defects or improprieties in the Contract Documents is filed with the City prior to the Bid Deadline;
 - 3. All other protests are to be filed and received by the City no more than five (5) calendar days following the City's notice of intent to award the Contract; and

4. The written Bid protest sets forth, in detail, all grounds for the Bid protest, including without limitation: all facts, supporting documentation, legal authorities, and argument in support of the grounds for the Bid protest. All factual contentions must be supported by competent, admissible, and credible evidence.
- B. Any matters not set forth in the written Bid protest will be deemed waived. Any Bid protest not conforming to the foregoing requirements and conditions will be rejected by the City as invalid.
- C. Bid Dispute Indemnification. In the event of a Bid dispute based upon the Bidder's submission of this Bid and the City acceptance of same, the Bidder shall indemnify, defend (with counsel acceptable to City), and hold harmless the City, its City Council members, employees, and agents from liability, claims, demands, damages, and costs arising therefrom if such dispute or action arises solely upon the award of a Contract in compliance with federal, state, and local laws.

[END OF DOCUMENT]

ORIGINAL

City of
VERNON



Proposal for
Urban Forest Management Services
CS-0607

Submitted By
TRIMMING LAND CO., INC.

December 3, 2015

BIDDING FORMS

SECTION 2

BIDDER'S PROPOSAL

The undersigned submits this Bid in response to the Notice Inviting Bids issued by the City to construct the Work of the following Project in accordance with the Contract Documents:

PROJECT: URBAN FOREST MANAGEMENT SERVICES

A. Enclosed herewith and by this reference Incorporated herein and made a part of this Bidder's Bid are the following completed forms:

1. Bidder's Proposal
2. Schedule of Bid Prices
3. Incumbency Certificate
4. Bid Security in the following form (*check one*):

Cashier's Check Certified Check Bid Bond Cash

5. Bidder's Statement of Qualifications
6. Experience Form
7. Statement of Violations of Federal, State or Local Law, if applicable
8. Specialty Contractor Statement of Qualifications
9. Contractor Safety Questionnaire
10. Designation of Subcontractors
11. Contractor's Affidavit of Noncollusion
12. Insurance Requirements Affidavit
13. Statement of Disqualification or Debarment.
14. Pre-Bid Site Inspection Certification.

B. Acknowledgment of Addenda. The Bidder shall acknowledge the receipt of all Addenda by attaching a signed copy of all Addenda, and by listing all Addenda received and attached in the space below.

No Addenda's were issued.

If an Addendum or Addenda have been issued by the City and not attached and noted above as being received by the Bidder, the Bid may be rejected.

C. Inspection of the Work and Contract Documents. Bidder certifies that it has carefully examined and is fully familiar with all of the provisions of the Bidding Documents and said Bidding Documents contain sufficient

detail regarding the Work to be performed; that it has notified City of any errors or omissions in the Bidding Documents and/or any unusual site conditions; and that it has carefully checked all words, prices, and statements in this Bidding Document. Bidder hereby certifies that he/she and his/her Subcontractors have inspected the site and related Drawings and Specifications of Work and fully acquainted themselves with all conditions and matters which may in any way affect the Work, time of completion or the costs thereof. Bidder also certifies he/she has observed the designated Contractor Work areas and access routes, if disclosed or shown, as part of the Work in this Contract.

SITE INSPECTION – CERTIFICATION:

Person(s) who inspected site of the proposed Work for your firm:

Name: Tony Martinez Date of Inspection 11/30/2015

Title: VP of Field Operations

Name: Angel Sotelo Date of Inspection 11/30/2015

Title: Director of Marketing and Public Relations

D. Bidder agrees that all costs of Work shown in the Bidding Documents, including work reasonably inferable therefrom and necessary thereto, are included in his/her Bid. All Work shown in the Contract Documents for which a specific line item is not provided in the Bidding Form is included in the Bidder's Total Base Bid Price.

E. Forfeiture of Bid Security. Bidder further agrees that, in case of his/her default in executing the required Contract and the required bonds, or furnishing the required insurance, the money payable under the Bid Security accompanying this Bid shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the Bidding Documents.

F. Period of Irrevocability. Bidder agrees that this Bid shall remain open and shall not be withdrawn for a period of not less than ninety (90) calendar days from the date of award of Contract, or until rejected by the City, whichever period is shorter.

G. Bid Dispute Indemnification. In the event of a Bid dispute based upon the Bidder's submission of this Bid and the City acceptance of same, the Bidder shall indemnify, defend (with counsel acceptable to City), and hold harmless the City, its City Council members, employees, and agents from liability, claims, demands, damages, and costs arising therefrom if such dispute or action arises solely upon the award of a Contract in compliance with federal, state, and local laws.

The Bidder declares that neither he/she nor any member of his/her firm or corporation is an officer or employee of the City of Vernon.

I hereby certify under penalty of perjury under the laws of the State of California that the representations made herein are true and correct.

Executed this 3rd day of December at South Gate, California
City State

**Bidder's Proposal
Respectfully Submitted,**

NAME OF BIDDER

COMPANY NAME: TRIMMING LAND CO., INC.

ADDRESS: 10513 Dolores Avenue
South Gate, CA 90280

CONTACT PERSON: Sandra Hernandez

TELEPHONE NUMBER: 323-569-4498 FAX NUMBER: 323-569-3747

E-MAIL: sandra@trimmingland.com

CALIFORNIA STATE CONTRACTOR'S LICENSE NUMBER: 612918

EXPIRATION DATE: 02/28/2017

TAX IDENTIFICATION NO.: 95-3930843

SURETY COMPANY: Philadelphia Indemnity Insurance Company

All Bid forms must be signed where so indicated by the person or persons duly authorized to sign on behalf of the Bidder. By signing the Bid, the person signing is deemed to represent that he or she has authority to bind the Bidder. Failure to sign the Bidder's Proposal may invalidate the Bid.

BIDDER'S PROPOSAL – SIGNATURE(S):

Form of Entity of Bidder:

Please check the appropriate signature block below and fill in all related information.

Sole Proprietorship:

By: _____

Title: _____

Printed name of person signing

Signature

List all d/b/a's: _____

Partnership: General Partner Limited Partner

By: _____

Title: _____

Printed name of person signing

Signature

Corporation:

By: Basilio Martinez

Corporate Officer Title: President/CEO

Printed name of person signing

Basilio Martinez

Signature

Corporate Seal

Joint Venture: Corporation Partnership
 Individual Other

By: _____

Title: _____

Printed name of person signing

Signature

Name of all Joint Venturers: _____

[If the Bidder is a corporation or a limited liability company, enter state or county of incorporation in addition to the business address and include an incumbency certificate executed by a Secretary thereof in the form set forth herein listing each officer with signing authority and his/her corresponding office. If the Bidder is a partnership or joint venturer stating that the respective partner or joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the Bidder under the Bid and under any contract arising therefrom. Attach evidence to the Bid Proposal Form that the individual signing has authority to do so.]

SCHEDULE OF BID PRICES

PROJECT: URBAN FOREST MANAGEMENT SERVICES

BIDDER'S NAME: TRIMMING LAND CO., INC.

BASE BID

Pursuant to and in compliance with your Notice Inviting Bids and Contract Documents relating to the Project including all Addenda (attach signed copies), Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) for the total **Base Bid sum** of:

Two Hundred Thirty-Three Thousand Seven Hundred Fifty Five Dollars

(\$ 233,755.00)

Y1					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Indian Laurel	180	Each	\$ 155.00	\$ 27,900.00
2	Grid No. 1 Inventory	355	Each	\$ 85.00	\$ 30,175.00
3	City Government Buildings	62	Each	\$ 135.00	\$ 8,370.00
4	City Housing	33	Each	\$ 250.00	\$ 8,250.00
5	City Apartments	7	Each	\$ 250.00	\$ 1,750.00
Total Cost					\$ 76,445.00
Y2					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
6	Indian Laurel	180	Each	\$ 155.00	\$ 27,900.00
7	Grid No. 2 Inventory	407	Each	\$ 85.00	\$ 34,595.00
8	City Government Buildings	62	Each	\$ 135.00	\$ 8,370.00
9	City Housing	33	Each	\$ 250.00	\$ 8,250.00
10	City Apartments	7	Each	\$ 250.00	\$ 1,750.00
Total Cost					\$ 80,865.00
Y3					
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
11	Indian Laurel	180	Each	\$ 155.00	\$ 27,900.00
12	Grid No. 1 Inventory	355	Each	\$ 85.00	\$ 30,175.00
13	City Government Buildings	62	Each	\$ 135.00	\$ 8,370.00
14	City Housing	33	Each	\$ 250.00	\$ 8,250.00
15	City Apartments	7	Each	\$ 250.00	\$ 1,750.00
Total Cost					\$ 76,445.00

Submitted By:
TRIMMING LAND CO., INC.

BIDDING FORMS

				GRAND TOTAL COST Y1+Y2+Y3	\$ 233,755.00
ADDITIONAL SERVICES - MISC				UNIT	UNIT PRICE
ITEM 16	Complete Tree & Stump Removal (During Grid Trimming)			Per Tree	\$ 1,000.00
ITEM 17	Stump Removal (During Grid Trimming)			Per Tree	\$ 215.00
ITEM 18	Complete Tree & Stump Removal – Mid-Year (Not Part of Grid)			Per Tree	\$ 1,200.00
ITEM 19	Root Pruning – Mid-Year (Not Part of Grid)			Per Tree	\$ 300.00
ITEM 20	Tree Planting: 15 Gallon with Root Barrier (During Grid Trimming)			Per Tree	\$ 215.00
ITEM 21	Tree Planting: 15 Gallon without Root Barrier (During Grid Trimming)			Per Tree	\$ 195.00
ITEM 22	Tree Planting: 24 Inch Box with Root Barrier (During Grid Trimming)			Per Tree	\$ 500.00
ITEM 23	Tree Planting: 24 Inch Box without Root Barrier (During Grid Trimming)			Per Tree	\$ 475.00
ITEM 24	Watering of 25 New Trees			Per Day	\$ 325.00
ITEM 25	Crew Rental: 3 Men, Aerial Unit, Dump Truck and Chipper			Per Hour	\$ 225.00
ITEM 26	Emergency Work Call Out: 3 Men, Aerial Unit, Dump Truck and Chipper. Contractor shall respond within 4-hours.			Per Hour	\$ 350.00

URBAN FOREST INVENTORY	
COMMON NAME	QUANTITY
Carrot Wood	339 (Grid Inventory)
Indian Laurel	180
Lemon Bottlebrush	152 (Grid Inventory)
Evergreen Pear	109 (Grid Inventory)
Crape Myrtle	69 (Grid Inventory)
Sweet Shade	38 (Grid Inventory)
Palm Trees	38
Firewheel	23 (Grid Inventory)
Eastern Redbud	32 (Grid Inventory)
American Sweet Gum	17
Eucalyptus	16
Meialuca	8
Jacaranda	8
Oak Tree	4
Avocado	4
Chinese Elm	3
Coral Tree	1
Pine Tree	1
Walnut Tree	1
Loquat Tree	1
TOTAL INVENTORY	1044

All work items, labor, materials, tools and incidentals which are not specifically listed in the above bid items, but are necessary to complete the project per specifications, and all other applicable standards and codes are considered to be included in the bid items reflected above.

The City reserves the right to alter or change pruning cycles at its discretion; and to contact the contractor for miscellaneous work upon 30-days' notice.

The Contract will be awarded based on the lowest responsible bid of the Grand Total of year 1, 2, and 3 tree trimming services.

If there is a discrepancy between (1) the "Grand Total Cost", (2) any of the "extended costs", or (3) the individual Unit Price, then the Unit Price shall control over the extended cost, and the extended cost shall control over the Grand Total Cost. If, however, the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry for the unit item total, then the unit item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

(dollar amount)

Respectfully submitted: 

Signature 10513 Dolores Avenue, South Gate, CA 90280
President/CEO Address

Title 12/03/2015
Date

612918 (D49/C27/C61) 02/28/2017
License Number Date of Expiration

(SEAL - if Bid is by a corporation)


Attest 5% Bid Bond Attached for the Total Amount of the Submitted Bid

Amount of Certified or Cashier's Check or Bid Bond
Philadelphia Indemnity Insurance Company

Name of Bonding Company

INCUMBENCY CERTIFICATE

Print legibly the names and title of the president and all officers of the Company who are authorized to sign the Bid Forms:

PRESIDENT'S & OFFICERS' NAME:

TITLE:

Basilio Martinez

President/CEO

Basilio Martinez II

Vice President

Elvira F. Martinez

Secretary

The undersigned hereby certifies to the City of Vernon that he/she is the duly elected and acting Secretary of TRIMMING LAND CO., INC. (the "Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named above are the duly elected, qualified and acting officers of the Company, holding on the date hereof, the titles and positions set forth opposite their names and are authorized to sign the Bid Forms.

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this 3rd day of December, 2015.

Elvira F. Martinez

Secretary's Name-Printed



Secretary's Signature

Bond No.: N/A
 Premium Amount \$ N/A
 Bond's Effective Date: December 1, 2015

BID BOND

RECITALS:

1. The City of Vernon, California ("City"), has issued a Notice Inviting Bids for the Work described as follows:
 Contract No. _____: Urban Forest Management Services in Vernon, CA. ("Project").
2. In response to the Notice Inviting Bids, Trimming Land Co, Inc.
(Name, address, and telephone of Contractor)
10513 Dolores Ave., South Gate, CA 90280 Tel: (323) 569-4498 ("Principal"),
 has submitted the accompanying Bid for the Project.
3. Principal is required under the terms of the Specification—and all Bidding Documents referenced in it—to furnish a bond with the Bid.
4. The Specification, including all its amendments and supplements, and Principal's Bid are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

Philadelphia Indemnity Insurance Company

(Name, address, and telephone of Surety)

251 S. Lake Ave., Suite 360, Pasadena, CA 91101 Tel: (626) 639-1321 ("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of Five percent of amount bid

Dollars (\$ 5%) ("the Bonded Sum"),
 this amount comprising not less than FIVE PERCENT (5%) of Principal's Base Bid, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

Alliant Insurance Services, Inc. 735 Carnegie Drive, Suite 200, San Bernardino, CA 92408
(Name, address, and telephone)

Tel: (909) 886-9861 Registered Agent's California Department of Insurance License No. 0C36861

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, If: (1) Principal does not (a) withdraw its Bid for the period specified in the Bidding Documents, or—if no period is specified—for ninety (90) calendar days after City awards the Contract for the Project, or (b) attempt to withdraw its Bid when the requirements of California Public Contract Code §5101 et seq., or any successor legislation, are not met; or (2) City awards Principal the Contract in response to Principal's Bid, and within the time and manner specified by the Specification or Contract Documents or—if no period is specified—within fourteen (14) calendar days after the Contract's award, Principal (a) signs and delivers to City the Contract, in accordance with the Bid as accepted, (b) furnishes the required bonds for not only Principal's faithful performance and proper fulfillment of the Contract, but also Principal's payment for labor and materials used in the Project, and (c) furnishes the required insurance, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing that upon City's awarding the Contract to Principal, the Principal will enter into the Contract with City.
2. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
3. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay—in addition to the Bonded Sum—City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.

BIDDER'S STATEMENT OF QUALIFICATIONS

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor? 38 years
- 1.2 How many years has your organization been in business under its present name? 31 years
- 1.2.1 Under what other names has your organization operated?
"NONE"
- 1.3 If your organization is a corporation, answer the following:
- 1.3.1 Date of incorporation/organization: March 30, 1984
- 1.3.2 State of incorporation/organization: California
- 1.3.3 Corporate ID number: C1303198
- 1.3.4 Name of President: Basilio Martinez
- 1.3.5 Agent for Service of Process: Sandra Hernandez
- 1.4 If your organization is a partnership, answer the following:
- 1.4.1 Date of organization/formation: _____
- 1.4.2 Type of partnership (if applicable): _____
- 1.4.3 Name(s) of general partner(s): _____
- 1.4.4 List all states in which you are registered and state ID numbers for each:

- 1.5 If your organization is individually owned, answer the following:
- 1.5.1 Date of organization: _____
- 1.5.2 Name of owner: _____
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals: _____

2. LICENSING

2.1 List jurisdictions in which your organization is legally qualified to do business, indicate registration or license numbers, and category of license, if applicable.

California Contractor's License #612918 - Classifications C61/D49/C27

Tree Trimming & Landscaping Industry

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

California

2.3 List any licensing suspensions and/or violations assessed against your organization within the past five years.

"None"

3. EXPERIENCE

3.1 List the categories of Work that your organization normally performs with its own personnel. Tree Trimming, Palm Tree Trimming, Tree Removals, Palm Tree Removals, Stump Grinding
Tree Planting, Citywide Tree Inventory, Emergency Tree Responses

3.2 On the Experience Form, list the project information that establishes that Bidder meets the essential requirements for qualification set forth in the Mandatory Qualifications paragraph of the Notice Inviting Bids for this Project.

3.3 On a separate sheet, list projects to which your firm or business has been awarded a government contract since your firm or business has been in existence (giving the name and address of the project, the government agency, contact name and phone number, the contract amount, and contract's starting date and ending date).

3.4 On a separate sheet, list the experience and present commitments of the key individuals of your organization.

4. CLAIMS; LAWSUITS; CRIMINAL ACTS

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly-traded corporation.

4.1 In the past five (5) years, have, you, your firm or any of its owners, partners, officers, or employees been a defendant in court, or participated in an arbitration or mediation, on a matter related to:

NO

4.1.1 The performance, non-performance, default, violation, or breach of a contract or agreement?

YES NO

- 4.1.2 A vehicle collision or accident involving your firm's employees?
 YES NO
- 4.1.3 Damage to real property arising out of your services or operations?
 YES NO
- 4.1.4 Employment-related litigation brought by an employee of your firm?
 YES NO
- 4.1.5 Payment to a subcontractor or supplier?
 YES NO
- 4.1.6 Defective, deficient, or substandard work?
 YES NO

If the answer to any questions in 4.1.1 to 4.1.6 is **YES**, identify the name of the person or entity that sued (i.e., "the plaintiff") or was involved in the mediation or arbitration; list the date, court, court address, and case number; describe the facts and circumstances giving rise to the lawsuit, mediation, or arbitration; and set forth the outcome or disposition. Attach additional sheets as necessary.

- 4.2 Have you or your firm ever filed a claim for damages or a lawsuit, or requested arbitration or mediation, against a government entity or a Client?
 YES NO

If **YES**, identify the government entity or client; list the date, court and case number; describe the facts and circumstances about the claim for damages, or the lawsuit, or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

- 4.3 Are there any pending or outstanding judgments or liens against you, your firm, or any of its owners, partners, officers, or employees?
 YES NO

If **YES**, identify the name of the person or entity entitled to payment; list the date court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets if necessary.

- 4.4 In the past five (5) years, has any government entity ever: (a) investigated, cited, disciplined, or assessed any penalties against you, your firm, or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules, or regulations?

YES NO

If **YES**, identify the government entity; list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.5 In the past five (5) years, have you, your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract, or the performance of a government contract? ("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.)

YES NO

If **YES**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.6 In the past five (5) years, have you, your firm, or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, or receiving stolen property, or making or submitting a false claim?

YES NO

If **YES**, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.7 Have you or, if Bidder is a corporation, any principal of the corporation ever been convicted of a felony?

YES NO

If **YES**, please explain the details of that conviction and, if so, whether you or said officer have served his or her sentence.

- 4.8 In the past five (5) years, has a government entity determined or concluded that you, your firm, or any of its owners, partners, officers or employees made or submitted a false claim (including a false claim for payment), or made a material misrepresentation?

YES NO

If **YES**, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.9 Have you or your company ever been charged by any governmental agency for failure to follow safety procedures? If **YES**, please explain.

YES NO

-
-
- 4.10 Has any governmental agency ever submitted a complaint against you or your firm to the California State Labor Commission for failure to submit certified payrolls? If your answer is "Yes", please provide the details of such complaint.

YES NO

5. FIRM'S OPERATIONAL STATUS

- 5.1. In the past seven (7) years, has your firm, or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

YES NO

If **YES**, list the filing date, identify the court and case number; describe the facts and circumstances giving rise to each instance; and set forth the disposition or current status. Attach additional sheets as necessary.

- 5.2. In the past five (5) years, has your firm had an consolidations, mergers, acquisitions, closings, layoffs or staff reductions?

YES NO

If **YES**, list the filing date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 5.3. Is your firm in the process of, or in negotiations toward: (a) consolidating, merging, selling, or closing its business, or (b) laying off employees or reducing staff?

YES NO

If **YES**, describe the transaction; list the anticipated date for completing the transaction, laying off employees, or reducing staff; and describe the facts, circumstances, and reason for taking the action. Attach additional sheets as necessary.

6. BIDDING; DEBARMENT; CONTRACT PERFORMANCE

- 6.1. Has a government entity ever debarred, disqualified, removed, suspended, or otherwise prevented you or your firm from bidding on, contracting, or completing a construction project?

YES NO

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's action against your firm. Attach additional sheets as necessary.

- 6.2. Has a government entity ever rejected your firm's Bid or Proposal on the ground that you or your firm is a "non-responsible" bidder or proposer?

YES NO

If **YES**, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that your firm was a "non-responsible" bidder. Attach additional sheets as necessary.

- 6.3. Have you or your firm ever failed to fulfill or perform – either partially or completely – a contract or an agreement with a government entity or a client?

YES NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.4. In the past five (5) years, have you or any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement?

YES NO

If **YES**, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.5. Has your firm ever advised a government entity or a client, while your firm was under contract with the government entity or client, that your firm could not (or would not) fulfill or perform – either partially or completely – the contract or the agreement based on the prices that your firm had originally submitted in a Bid or a Proposal?

YES NO

If **YES**, list the date, identify the name of the government entity or client, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.6. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to renegotiate one or more terms of the existing contract or agreement?

YES NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.7. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to: (a) cancel the contract or agreement, or (b) release or discharge your firm from the contract or agreement?

YES NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.8. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion?

YES NO

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.9. Has a government entity or a client ever notified or advised your firm that your firm's performance under a contract or agreement was poor, sub-standard, deficient, or non-compliant?

YES NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.10. In the past five (5) years, has your firm paid, or has your firm been assessed, liquidated damages on a contract or agreement?

YES NO

If **YES**, identify all such contracts/projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment or payment of liquidated damages. Attach additional sheets as necessary.

7. INSURANCE AND BONDS

- 7.1. In the past ten years, has an insurance company or a surety company:

- 7.1.1. Refused to insure your firm for liability coverage?

YES NO

- 7.1.2. Canceled or non-renewed your firm's insurance coverage?

YES NO

- 7.1.3. Refused to issue your firm a bond?

YES NO

- 7.1.4. Canceled or revoked a bond obtained by your firm?

YES NO

If the answer to any questions in 7.1.1 to 7.1.4 is **YES**, identify the name of the insurance company or surety company, list the date, and describe the facts and circumstances about each instance. Attach addition sheets as necessary.

- 7.2 In the past ten (10) years, has an insurance company or surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims against a performance bond, payment bond, or maintenance bond issued on your firm's behalf?

YES NO

If YES, identify each contract completed or amount of each claim, the name and telephone number of the claimant, the date, grounds and current status of the claim, and if resolved, the method, nature, and amount of the resolution. Attach addition sheets as necessary.

8. **SURETY**

- 8.1 If a performance and/or payment bond is required by this bid, identify the bonding company if arrangements for the bond have been made; if not, identify the bonding company for the Contractor's most recent project:

If awarded the project a performance bond and payment bond will be obtained as required by

City of Vernon contract form our surety company Philadelphia Indemnity Insurance Company.

- 8.2 Name and address of agent:

Alliant Americas

735 Carnegie Drive, Suite 200, San Bernardino, CA 92408

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

I hereby certify under penalty of perjury under the laws of the state of California that the representation made herein are true and correct.

Signature of Bidder



Basilio Martinez

BIDDER'S EXPERIENCE FORM

PROJECT NAME: URBAN FOREST MANAGEMENT SERVICES

SPECIFICATION NO. CS-0607

COMPANY NAME: TRIMMING LAND CO., INC.

*****Please use additional sheets if necessary**

List below the project information that establishes that Bidder meets the essential requirements for qualification set forth in the Mandatory Qualifications paragraph of the Notice Inviting Bids for this Project.

	CONTRACT START DATE	CONTRACT END DATE	CONTRACT \$ AMOUNT	PROJECT NAME	ADDRESS	CONTACT NAME	CONTACT PHONE NUMBER
1	07/2011	Present	\$1.5 million	Municipal Tree Management	3900 Main Street	Robert Filiar	951-826-5311
					Riverside, CA 92522	rffliar@riversideca.gov	
2	10/2013	Present	\$250,000 a year	Tree Maintenance Services	205 S. Willowbrook Avenue	Renea Ferrell	310-605-5585
					Compton, CA 90220	rferrell@comptoncity.org	
3	07/2009	Present	\$220,000 a year	Tree Pruning and	11330 Bullis Road	Josef Kekula	310-602-0220
				Maintenance Services	Lynwood, CA 90262	jkekula@lynwood.ca.us	

***ADDITIONAL REFERENCES HAVE BEEN ATTACHED ON THE NEXT PAGE FOR YOUR REFERENCE.

All of the above statements as to experience are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder. I hereby certify under penalty of perjury under the laws of the state of California that the representation made herein are true and correct.

Signature of Bidder 
 Print name: Basilio Martinez

State of California Contractor's License No. 612918 Contractor's License expiration date 02/28/2017

CONTRACTOR SAFETY QUESTIONNAIRE

Company Name: TRIMMING LAND CO., INC.

Primary Type of Work: Tree Maintenance Services

Person Completing Form: Sandra Hernandez

Title: Director of Internal Operations Phone Number: 323-569-4498

Date: 12/03/2015

SAFETY PERFORMANCE

1. List your company's Interstate Experience Rating Modifier (ERM)¹ for the three most recent years.

<u>20 15</u>	<u>.69</u>	
<u>20 14</u>	<u>.88</u>	
<u>20 13</u>	<u>1.11</u>	

2. List your company's number of injuries/illnesses from your OSHA 300 logs for the three most recent years.

	<u>20 13</u>	<u>20 14</u>	<u>20 15</u>
a. Fatalities	<u>0</u>	<u>1</u>	<u>0</u>
b. OSHA recordable incidents	<u>0</u>	<u>0</u>	<u>0</u>
c. Lost work day incidents	<u>0</u>	<u>0</u>	<u>0</u>
d. Total lost work days	<u>0</u>	<u>0</u>	<u>0</u>
e. Total hours worked	<u>2080</u>	<u>2080</u>	<u>2080</u>

3. Please provide copies of the following items (a-g); and Items (d-g) for each listed Subcontractor

- | | |
|---|--|
| <ul style="list-style-type: none"> a). OSHA 300 logs for the most recent three years and current year-to-date b). Verification of ERM from your insurance carrier c). Injury/Illness Report d). Complete written Safety Program | <ul style="list-style-type: none"> e). Training Plans f). Training Certificates for Employees g). Emergency Response Training |
|---|--|

4. Company Safety Contact:

a. Name Sandra Hernandez

b. Phone 323-569-4498

¹ ERM = applies to workers' compensation policies. It compares the experience of this contractor to others of similar size, type and ratio. Used against annual premium. It has a direct correlation to how much the contractor pays in workers' comp premium.

CONTRACTOR SAFETY QUESTIONNAIRE (continued)

SAFETY PROGRAM

1. SAFETY PROGRAM DOCUMENTATION Circle One
- a. Do you have a written safety program manual? Yes No
 1) Last revision date 12/2014
- b. Do you have a written safety field manual? Yes No
- c. Are all workers given a booklet that contains work rules, responsibilities, and other appropriate information? Yes No
2. POLICY AND MANAGEMENT SUPPORT
- a. Do you have a safety policy statement from an officer of the company? Yes No
- b. Do you have a disciplinary process for enforcement of your safety program? Yes No
- c. Does management set corporate safety goals? Yes No
- d. Does executive management review:
- | | |
|--|---|
| <input type="checkbox"/> Accident reports? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <input type="checkbox"/> Safety statistics? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <input type="checkbox"/> Inspection reports? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
- e. Do you safety pre-qualify subcontractors? Yes No
- f. Do you have a written policy on accident reporting and investigation? Yes No
- g. Do you have a light-duty, return-to-work policy? Yes No
- h. Is safety part of your supervisor's performance evaluation? Yes No
- i. Do you have a personal protective equipment (PPE) policy? Yes No
- j. Do you have a written substance abuse program? Yes No
 If yes, does it include (check all applicable boxes):
- | | |
|--|--|
| <input checked="" type="checkbox"/> Pre-employment testing | <input checked="" type="checkbox"/> Return-to-duty testing |
| <input checked="" type="checkbox"/> Random testing | <input checked="" type="checkbox"/> Disciplinary process |
| <input checked="" type="checkbox"/> Reasonable cause testing | <input checked="" type="checkbox"/> Alcohol testing |
| <input checked="" type="checkbox"/> Post accident testing | <input checked="" type="checkbox"/> National Institute on Drug Abuse |
| <input checked="" type="checkbox"/> Panel Screen | |
- k. Does each level of management have assigned safety duties and responsibilities? Yes No

3. TRAINING AND ORIENTATION

- a. Do you conduct safety orientation training for each employee? Yes No
- b. Do you conduct site safety orientation for every person new to the job site? Yes No
- c. Does your safety program require safety training meetings for each supervisor (foreman and above)? Yes No
 How often?
 Weekly Monthly Quarterly Annually Other _____
- d. Do you hold tool box/tailgate safety meetings focused on your specific work operations/exposures? Yes No
 How often?
 Weekly Daily Other _____
- e. Do you require equipment operation/certification training? Yes No

4. ADMINISTRATION AND PROCEDURES

- a. Does your written safety program address administrative procedures? Yes No
 If yes, check which apply:

<input checked="" type="checkbox"/> Pre project/task planning	<input checked="" type="checkbox"/> Emergency procedures
<input checked="" type="checkbox"/> Record keeping	<input checked="" type="checkbox"/> Audits/inspections
<input checked="" type="checkbox"/> Safety committees	<input checked="" type="checkbox"/> Accident investigations/reporting
<input type="checkbox"/> HAZCOM	<input checked="" type="checkbox"/> Training documentation
<input checked="" type="checkbox"/> Substance abuse prevention	<input checked="" type="checkbox"/> Hazardous work permits
<input checked="" type="checkbox"/> Return-to-work	<input checked="" type="checkbox"/> Subcontractor prequalification
- b. Do you have project safety committees? Yes No
- c. Do you conduct job site safety inspections? Yes No
 How often?
 Daily Weekly Monthly Other Unannounced Random Drop By Checks
- Do these inspections includes a routine safety inspection of equipment (e.g., scaffold, ladders, fire extinguishers, etc.)? Yes No
- d. Do you investigate accidents? Yes No
 How are they reported?

<input checked="" type="checkbox"/> Total company	<input checked="" type="checkbox"/> By superintendent
<input checked="" type="checkbox"/> By project	<input checked="" type="checkbox"/> By project manager
<input checked="" type="checkbox"/> By foreman	<input checked="" type="checkbox"/> In accordance with OSHA
- e. Do you discuss safety at all preconstruction and progress meetings? Yes No

- f. Do you perform rigging and lifting checks prior to lifting? Yes No
 For personnel For equipment Heavy lifts (more than 10,000 lbs.)

5. WORK RULES

- a. Do you periodically update work rules? Yes No
 When was the last update? 12/2014

- b. What work practices are addressed by your work rules?

- | | |
|--|---|
| <input checked="" type="checkbox"/> CPR/first aid | <input type="checkbox"/> Access—entrances/stairs |
| <input checked="" type="checkbox"/> Barricades, signs, and signals | <input type="checkbox"/> Respiratory protection |
| <input type="checkbox"/> Blasting | <input type="checkbox"/> Material handling/storage |
| <input type="checkbox"/> Communications | <input checked="" type="checkbox"/> Temporary heat |
| <input type="checkbox"/> Compressed air and gases | <input checked="" type="checkbox"/> Vehicle safety |
| <input type="checkbox"/> Concrete work | <input checked="" type="checkbox"/> Traffic control |
| <input type="checkbox"/> Confined-space entry | <input type="checkbox"/> Site visitor escorting |
| <input checked="" type="checkbox"/> Cranes/rigging and hoisting | <input checked="" type="checkbox"/> Public protection |
| <input type="checkbox"/> Electrical grounding | <input type="checkbox"/> Equipment guards and grounding |
| <input type="checkbox"/> Environmental controls and Occupational health | <input type="checkbox"/> Monitoring equipment |
| <input checked="" type="checkbox"/> Emergency procedures | <input type="checkbox"/> Flammable material handling/storage |
| <input type="checkbox"/> Fire protection and prevention | <input type="checkbox"/> Site sanitation |
| <input type="checkbox"/> Floor and wall openings | <input type="checkbox"/> Trenching and excavating |
| <input checked="" type="checkbox"/> Fall protection | <input type="checkbox"/> Lockout/Tagout |
| <input checked="" type="checkbox"/> Housekeeping | <input type="checkbox"/> Energized/pressurized equipment |
| <input type="checkbox"/> Ladders and scaffolds | <input checked="" type="checkbox"/> Personal protective equipment |
| <input checked="" type="checkbox"/> Mechanical equipment/maintenance/pre-op checks/operation | <input checked="" type="checkbox"/> Tools, power and hand |
| <input type="checkbox"/> Welding and cutting (hot work) | <input checked="" type="checkbox"/> Electrical power lines |
| <input type="checkbox"/> Other _____ | |

6. OSHA INSPECTIONS

- a. Have you been inspected by OSHA in the last three years? Yes No
- b. Were these inspections in response to complaints? Yes No
- c. Have you been cited as a result of these inspections? Yes No

If yes, describe the citations (add additional sheets if necessary):

None to report.

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER: TRIMMING LAND CO., INC.

Each Bidder must list, on the form provided on the next page, each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Drawings and Specifications, in an amount in excess of one-half of one percent of the Contractor's Base Bid Amount. Each Subcontractor must have an active and current license, and all requisite specialty certifications, when listed.

Bidder must provide the following information for **EACH** Subcontractor.

1. The name of the Subcontractor;
2. The trade and type of work that the Subcontractor will perform;
3. Location (address) of Subcontractor's place of business;
4. Subcontractor's license number, and any specialty licenses; and
5. Dollar value of the Work that the Subcontractor will perform.

Subletting or subcontracting of any portion of the Work in excess of one-half of one percent of the Contractor's Base Bid to which no Subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the above provisions the Contractor may be in breach of this Contract and the City may exercise the option, in its own discretion, to (1) cancel this Contract, or (2) assess the Contractor a penalty in an amount not more than ten percent (10%) of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime Contract is awarded.

If the Contractor fails to specify a Subcontractor, or if the Contractor specifies more than one Subcontractor for the same trade or type of Work to be performed under the Contract in excess of one-half of one percent of the Contractor's Base Bid Amount, then the Contractor agrees that he/she is fully qualified to perform that Work himself/herself, and that he/she shall perform that Work himself/herself. If after award of Contract, the Contractor subcontracts any such Work, the Contractor will be subject to the statutory penalties.

**DESIGNATION OF SUBCONTRACTORS FORM
IS ON THE FOLLOWING PAGE**

DESIGNATION OF SUBCONTRACTORS (continued)

Please type or legibly print (attach additional sheets as necessary).

*** "ALL WORK WILL BE PERFORMED BY TRIMMING LAND CO., INC."

Name of Subcontractor	Trade and Type of Work to be Performed	Business Location	License Number	Dollar (\$) Value
NO SUCONTRACTORS WILL BE UTILIZED				

The Contractor shall not:

- A. Substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid, except that the City may consent to the substitution of another person as Subcontractor in any of the following situations:
 1. When the Subcontractor listed in the Bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of Work specified in the Subcontractor's bid and at the price specified in the Subcontractor's bid, when that written contract, based upon the general terms, conditions, Drawings and Specifications for the Project or the terms of Contractor's written Bid, is presented to the Subcontractor by the Contractor;
 2. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
 3. When the listed Subcontractor fails or refuses to perform his/her subcontract;
 4. When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Public Contract Code Section 4108;
 5. When the Contractor demonstrates to the City that the name of the Subcontractor was listed as the result of an inadvertent clerical error;
 6. When the listed Subcontractor is not licensed pursuant to the Contractors License Law;
 7. When the City determines that the Work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the Drawings and Specifications, or that the Subcontractor is substantially delaying or disrupting the progress of the Work;
 8. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code; or
 9. When the City determines that the listed Subcontractor is not a responsible contractor.
- B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid, without the consent of the City.
- C. Other than in the performance of "change orders" causing changes or deviations from the original Contract, sublet or subcontract any portion of the Work in excess of one-half of one percent of the Contractor's Base Bid Amount as to which his/her original Bid did not designate a Subcontractor.

Prior to approval of the Contractor's request for a Subcontractor substitution, the City shall give notice in writing to the listed Subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor who has been so notified shall have five (5) Working Days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed Subcontractor's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least five (5) Working Days to the listed Subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall within two (2) Working Days after the time of the Bid Deadline, give written notice to the City and copies of such notice to both the Subcontractor he/she claims to have listed in error and the intended Subcontractor who had bid to the Contractor prior to the Bid Deadline.

"NO SUBCONTRACTORS WILL BE UTILIZED"

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with his/her Contract proposal.

1. Were bid depository or registry services used in obtaining subcontractors bid figures in order to compute your bid? Yes No
2. If the answer to No. 1 is "Yes", please forward a copy of the rules of each bid depository you used with this questionnaire.
3. Did you have any source of subcontractors' bids other than bid depositories?
4. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes No
5. If the answer to No. 4 is "Yes", please explain the following details:
 - (a) Date:
 - (b) Name of person or group:
 - (c) Job involved (if applicable):
 - (d) Nature of the threats:
 - (e) Additional comments:
(Use additional paper if necessary)
6. Was a conscious effort made to recruit or provide equal opportunity for bids by minority or project area subcontractors? Yes No
7. Was a conscious effort made to recruit and hire project area lower-income residents? Yes No

Please submit statement.

8. We declare under penalty of perjury that the foregoing is true and correct.

Dated this 3rd day of December, 2015.

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Name of Company TRIMMING LAND CO., INC.

By: 

Title: President/CEO

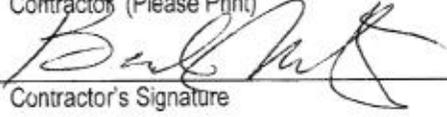
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to any individual or group of individuals, except to the City of Vernon, or to any person or persons who have partnership or other financial interest with said Contractor in his/her business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 3rd day of December at South Gate, California
Month/Year City State

Basilio Martinez
Contractor (Please Print)


Contractor's Signature

President/CEO
Title

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

ALL-PURPOSE ACKNOWLEDGMENT

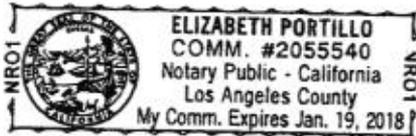
State of CALIFORNIA

County of LOS ANGELES

On 12/03/2015 before me, ELIZABETH PORTILLO
DATE NAME OF NOTARY PUBLIC

personally appeared BASILIO MARTINEZ
NAME(S) OF SIGNER(S)

personally known to me OR 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), an that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal or Stamp Here

Signature of Notary

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

THE BIDDER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
 AND
 THE BIDDER MUST SUBMIT THIS CERTIFICATION WITH THE BID FORMS.

I, the undersigned (Please check one box) underwriter agent, certify that I and the Contractor listed below have jointly reviewed the "Insurance Requirements" in these Bidding Documents and the Contract Documents. If the City of Vernon ("City") awards the Contractor the Contract for this project, I will be able—within fourteen (14) calendar days after the Contractor is notified of the Contract's award—to furnish the City with valid Insurance forms (including one or more Insurance certificates and additional Insured endorsements) that fully meet all of the Insurance Requirements.

<u>TOR Insurance Services Inc.</u>		<u>12/2/2015</u>
Name of Insurance Company		Date
<u>Jose Laris</u>		<u>Rachel Smith</u>
Insurance Agent's Name (Printed)		Insurance Agent's Name
(signature) <u>Jose Laris</u>		
<u>1840 W. Whittier Blvd #94</u>	<u>La Habra</u>	<u>CA 90631</u>
Address	City	State Zip Code
<u>855 867 0002</u>	<u>855 867 0002</u>	<u>rachel@torinsurance.com</u>
Telephone Number	FAX Number	Email Address

<u>Trimming Land, Inc.</u>	
Contractor's Name	City Specification Number

Below State the Name of Insurance Company Providing Coverage:
 DO NOT write "Will Provide," "To Be Determined," "When Required," or similar phrases.

<u>International of Hannover</u>	<u>Liberty Mutual</u>
Commercial General Liability	Automobile Liability
<u>State Fund Compensation</u>	
Workers' Compensation Liability	
<u>City Will Purchase Policy, if required</u>	<u>n/a</u>
Builders Risk	Pollution Liability

[NOTE TO CONTRACTOR: See "Insurance Requirements" EXHIBIT 4 of the Contract for the requirement of obtaining Pollution Liability Insurance.]

NOTE TO THE UNDERWRITER / AGENT: If the Insurance forms that the Contractor submits to the City do not fully comply with the Insurance Requirements, and/or if the Contractor fails to submit the forms within the 14-day time limit, the City may: (1) declare the Contractor's Bid non-responsive, and (2) award the Contract to the next lowest responsible Bidder.

**STANDARD FORM OF
CONSTRUCTION CONTRACT BETWEEN
CITY AND CONTRACTOR**

This Agreement is made and entered into at Vernon, California this ___ day of _____, 20 ____, by and between the CITY OF VERNON, a chartered municipal corporation (hereinafter "City") and _____, a [Insert State of Incorporation] corporation (hereinafter "Contractor"), for construction of **URBAN FOREST MANAGEMENT SERVICES.**

THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS

The "Contract Documents" except for modifications issued after execution of this Agreement, shall consist of the following documents which are either attached hereto as exhibits or are incorporated into this Agreement by this reference, with the same force and effect as if set forth at length herein:

- A. Governmental Approvals including, but not limited to, permits required for the Work;
- B. This Agreement;
- C. Exhibit 1 –Performance Bond;
- D. Exhibit 2 – Payment Bond;
- E. Exhibit 3 – Maintenance Bond
- F. Exhibit 4 – Insurance Requirements ;
- G. Notice Inviting Bids;
- H. Instructions to Bidders;
- I. Bid Forms;
- J. Designation of Subcontractors; and
- K. Bidding Addenda Nos. _____.

2. REFERENCE DOCUMENTS

The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes. Contractor may rely upon the technical data contained in such documents but not upon non-technical data, interpretations, opinions or provisional statements contained therein:

A. Geotechnical Reports dated _____;

B. Sewer Utility Plans

3. SCOPE OF WORK

Within the Contract Time and for the stated Contract Sum, subject to adjustments thereto, and pursuant to the Contract Documents, the Contractor shall perform and provide all necessary: labor; services; supervision; materials; tools; equipment; apparatus; facilities; supplies; tools; permits, inspections, plan checks, and similar Governmental Approvals; temporary utilities; utility connections; and transportation necessary to complete the Work in strict conformity with the Contract Documents for:

URBAN FOREST MANAGEMENT
SERVICES

CS-0607

4. TIME FOR PERFORMANCE

Contract Time. Contractor shall achieve Substantial Completion of the Work within three (3) years from the Date of Commencement in accordance with the Contract Documents. Contractor shall achieve Final Completion of the Work, within the time established by the Certificate of Substantial Completion issued by the City. The Contract Time may only be adjusted as permitted by this Construction Contract and the General Conditions.

Time is of the essence of this Agreement. Except when the Contract Documents state otherwise, time is of the essence in the performance of the Work. Contractor acknowledges that the time limits and deadlines set forth in the Contract Documents are reasonable for Contractor to perform and complete the Work.

Liquidated Damages. If Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay City as liquidated damages the amount of FIVE HUNDRED DOLLARS PER DAY (**\$500.00**) per day for each calendar day occurring after the expiration of the

Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work, as required by Article 3 of the General Conditions of Contract.

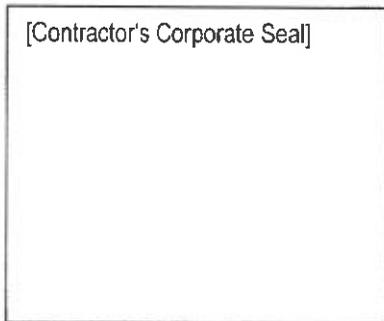
Contractor Initial here: JM.

5. CONTRACT SUM

In consideration of the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, City shall pay Contractor the sum of _____ dollars/no cents (\$ _____), payable as set forth in the General Conditions ("Contract Sum").

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the date and year first above written.

Executed at _____, California.



[Contractor]:

By: _____
An Authorized Signatory

Printed Name: _____

Title: _____

Date: _____

CITY OF VERNON:

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

LIVING WAGE COMPLIANCE CERTIFICATION

This contract is subject to the City of Vernon's Living Wage Ordinance, Vernon Municipal Code Chapter 2, Article XVIII ("Ordinance"). The Ordinance requires that service contractors providing labor or services to the City by contract in excess of \$25,000:

- ◆ Pay no less than ten dollars and thirty cents (\$10.30) per hour with medical benefits, or eleven dollars and fifty-five cents (\$11.55) per hour without medical benefits to all employees, as defined in the Ordinance who, at any time, provide labor or delivery services to the City of Vernon. Additionally, on July 1st of each year thereafter the Living Wage rate shall be adjusted by the change in the Federal Bureau of Labor Statistics Consumer Price Index, for the Los Angeles area, for the most recently available 12 month period. Accordingly, current City contractors will be required to adjust wage rates no later than July 1st, to remain in compliance.
- ◆ Notify employees who spend any of their time providing labor or delivering services to the City of Vernon who make less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and making available to such employees forms required to secure advance EITC payments.
- ◆ If there is a difference between the Vernon Living Wage rates and the California Prevailing wage rates for the same classification of labor, the Contractor and subcontractor shall not pay less than the highest wage rate for that classification.

The selected contractor will be required to show compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

Provisions of the Living Wage Ordinance may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in clear and unambiguous terms. If this provision applies, you must provide a copy of the collective bargaining agreement to the City.

I do hereby certify and declare under penalty of perjury that if awarded the contract for which this bid/proposal is made. TRIMMING LAND CO., INC. will comply with the
(Name of Company)

requirements of the Vernon Living Wage Ordinance, Vernon Municipal Code Chapter 2 Article XVIII and the rules and regulations promulgated thereunder. I understand that failure to comply with the provisions of the Vernon Living Wage Ordinance may result in termination of the contract as well as other penalties as stated in Vernon Municipal Code Chapter 2 Article XVIII.

<u>Basilio Martinez</u>	President/CEO
(Name)	(Title)
<u>[Signature]</u>	12/03/2015
(Signature)	(Date)

Please return this form with your bid/proposal. Questions concerning the Living Wage Ordinance should be directed to the Department of Finance – Purchasing Division 323.583.8811.



CERTIFICATE OF EQUAL OPPORTUNITY PRACTICES

Purchasing & Payables Division

105 Santa Fe Avenue Vernon, CA 90058

(323) 583-8811 Fax (323) 826-1433

: www.cityofvernon.org/departments/finance

Article I. Affidavit of Equal Opportunity Employment &
Non-segregation (Form AA-1)

Article II. Vendor List Questionnaire (Forms AA-2 &3)

In order to be placed to the City's vendor list and be eligible to receive City business, you must provide the following information except where indicated as "optional." By submitting this form you are declaring under penalty of perjury under the laws of the State of California and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Name of Company: TRIMMING LAND CO., INC. Business Telephone 323-569-4498

Address: 10513 Dolores Avenue Fax number: _____
(optional)

City South Gate State CA Zip 90280

Contact Person Sandra Hernandez E-mail Address sandra@trimmingland.com
(optional)

Tax ID Number (or Social Security Number) 95-3930843

Remit Address (if different) SAME AS ABOVE

Please state clearly and concisely the type(s) of goods and services your company provides:

Tree Trimming, Palm Tree Trimming, Tree Removals, Palm Tree Removals, Stump Grinding

Tree Planting, Citywide Tree Inventory, Emergency Tree Responses

The following section is OPTIONAL and is for statistical reporting purposes only. Ownership (please check all that apply):

African-American _____ Asian _____ Armenian _____ Hispanic XX Native American _____
Disabled _____ Female _____

Current Permanent Workforce Utilization (Form AA-3)

Name of Company: TRIMMING LAND CO., INC. Project: Urban Forest Management Services

Completion of this form is OPTIONAL. Any information supplied by vendors is for reporting purposes only and will not be factored into the award of any contract.

Instructions: Please indicate the number of employees in each Job Classification belonging to the following groups.

	White (not of Hispanic origin)	African-American (not of Hispanic origin)	Hispanic	Asian/Pacific Islander	Native American	Armenian	Male	Female
CLASSIFICATION								
Officials/ Managers		1	2				3	
Professionals								
Technicians								
Office/Clerical			4				1	3
Skilled Craft Workers								
Operators (semi-skilled)								
Laborers	6	3	50				59	
Service Workers								
TOTAL	6	3	50				63	3

**ADDITIONAL INFORMATION ABOUT
*TRIMMING LAND CO., INC.***



EXECUTIVE SUMMARY

Since our inception back in 1977, Trimming Land Co., Inc. (TLC) has done complete tree maintenance work with over 50 municipalities in Southern California. Today we work together to service many cities, such as the most intelligent City in the world Riverside whom was awarded this prestigious award in June 2012. Currently, we have been servicing an All American City in the State of California, City of Lynwood. Recently, we were awarded a tree maintenance contract with a Tree City USA, City of El Monte and the City of Compton.

Company Snapshot

- ✓ 38 Years In Business
- ✓ California Corporation
- ✓ Licensed Contractor
- ✓ Fully Insured
- ✓ DIR Registered

TLC's professional arborists have been contracted for many years to service trees throughout the communities to provided services that include grid tree trimming, routine tree trimming for safety and clearance purposes, tree removals, emergency response services, tree inventory and consultation services. Since many cities have opted to contract out tree maintenance services, our professional arborists and staff have diligently worked with many clients to provide the best tree maintenance by using industry approved equipment and very competitive bid prices to keep our clients within the allocated budgets.

All of our staff members are dedicated professionals who work in accordance with regulations related to the tree care industry. Through our experience and performance over the years, we have built a company that is made up of our reputation of high quality work, highly trained field personnel, great customer service, and competitive prices.

Enclosed for your review we have attached summaries of our company's experience, personnel/management, references, governmental work history, tree inventory database and quality control plan. Please note that Trimming Land Co., Inc. meets all of the minimum requirements to be able to completely service the City of Vernon. After careful review of the complete RFP, TLC accepts all conditions listed in the Tree Maintenance, Request for Proposal.

Management Team assigned to this important project are as follow:

- Tony Martinez, *VP of Field Operations* 310-704-9885 (tony@trimmingland.com)
- Angel Sotelo, *Director of Marketing & Public Relations* 323-707-5125 (angel@trimmingland.com)
- Sandra Hernandez, *Director of Internal Operations* 562-500-1207 (sandra@trimmingland.com)

Please feel free to contact any of your assigned management team directly, if you have any questions or need further information or you may contact our Corporate Office at 323-569-4498.

It will be our pleasure to begin a great working relationship with the City of Vernon on this very important project.

Proposal for Tree Maintenance Services is valid for a period of **90 calendar days** from date submitted.

Sincerely,

Basilio Martinez
President/CEO



COMPANY INFORMATION

Trimming Land Co., Inc. (TLC) is a California Corporation that has been providing complete tree care maintenance for 38 years and is currently owned and operated by Mr. Basilio Martinez, original founder. TLC specializes in the FULL circle tree care maintenance services and prides itself on the quality of properly maintaining all trees for our clients in a professional and timely manner ensuring tree related public safety at all times. Our company provides a web based database to store our clients' complete tree inventory.

Our contractor's State license is in good standing with the State of California. We are fully insured with "A" rating insurance companies. Please see "Exhibit A" for complete company details.

"Exhibit A"

Company Name	Corporate Office
Address	Trimming Land Co., Inc.
Phone Number	10513 Dolores Avenue
Fax Number	South Gate, CA 90280
	(323) 569-4498
	(323) 569-3747
Federal Tax Identification Number	95-3930843
DIR Registration Number	100020810
Type of Business	California Corporation
Industry	Tree Maintenance
Total Number of Years in Business	38 years

TLC has current value contracts of similar nature ranging from \$50,000 a year to \$1.2 million a year. All projects are treated with high priority. Please see "Exhibit B" for similar tree maintenance contracts.

TLC prides itself on not having a high turnover, currently 85% of our employees have been with TLC for over 10 years. The structure in our company is to organize small work units, unless otherwise instructed by client on large work unit groups. TLC quickly introduces new employees to the organization's culture and properly trains them for their assigned job/tasks. Keeping our employees motivated and happy provides for good service and very low turnover.

Trimming Land Co., Inc. has no significant transactional events in the past three (3) years such as bankruptcies, contract defaults, mergers, acquisitions or any other legal liabilities.

TLC acknowledges no addend's were issued by the City of Vernon.



"Exhibit B"

Agencies	Amount Per Year	Total Amount	Type of Work	Contact Person	Start Date	Completion Date
City of Riverside	\$1.2 million	\$4.8 million	Complete Tree Maintenance Throughout the City of Riverside	Robert Filiar	7/2011	Currently Working on this Project. Yearly renewal.
City of Lynwood	\$282,000	\$1.4 million	Complete Tree Maintenance Throughout the City of Lynwood	Josef Kekula	07/2009	Currently Working on this Project. Yearly Renewal.
City of Los Angeles, Public Works	\$300,000 per contract	\$30 million	Trim Trees for one of the Largest Cities in Southern California. Various Locations and Council Districts.	Mignon Washington	03/1985	Continuously work with the City of Los Angeles on various issued tree trimming contracts.

*****Additional client references are enclosed in this proposal.**



LICENSING

TLC is a licensed contractor in the **State of California (State license #612918)** and holds the **C61, D49,** and the **C27** licenses all in good standing. TLC a **California Corporation**, since 1984, Federal Identification number 95-3930843. Our company is a Certified Minority Business Enterprise (**MBE**) certified with the **City of Los Angeles** our certification number is **#14** and we are also a Certified Small Business Enterprise (**SBE**) with the **State of California** our certification number is #12641. TLC is also registered with the Department of Industrial Relations, registration **#1000020810**. Attached for your verification is a copy of our Contractor's License Detail, "**Exhibit C**".

"Exhibit C"



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 612918

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 6/16/2015 8:39:03 AM

Business Information

TRIMMING LAND CO INC
10513 DOLORES AVENUE
SOUTH GATE, CA 90280
Business Phone Number:(323) 568-4488

Entity Corporation
Issue Date 02/15/1991
Expires Date 02/28/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

D49 - TREE SERVICE
C27 - LANDSCAPING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: SC687352
Bond Amount: \$12,500
Effective Date: 03/02/2009
Contractor's Bond History

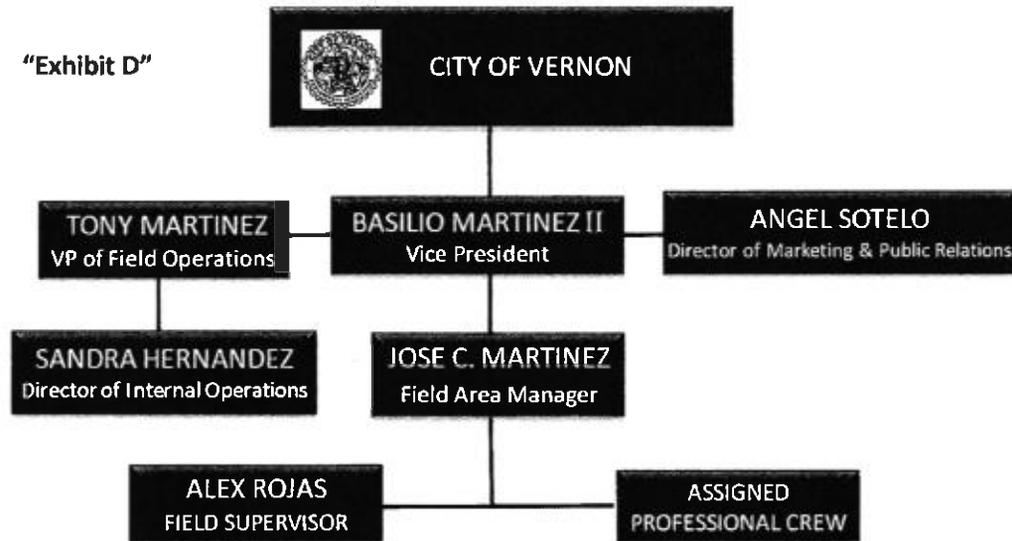
Bond of Qualifying Individual

The Responsible Managing Officer (RMO) SERRANO BASILIO MARTINEZ certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.
Effective Date: 02/15/1991
This license filed Bond of Qualifying Individual number SC954182 for MARTINEZ JOSE CASAS in the amount of \$12,500 with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Effective Date: 03/02/2009
BQI's Bond History



STAFFING

Trimming Land Co., Inc. employs over 70 full-time professionals. Our experienced professionals are led by an accomplished management team. Following are brief backgrounds on TLC's management team. An organizational chart is shown below as "Exhibit D".



Basilio Martinez, President

In 1977, Basilio founded Trimming Land Co., Inc.(TLC). He is the CEO of TLC, and is 100% owner of the corporation. With over 30 years' experience and his very hard work and effort in the tree care and landscaping industry he has made Trimming Land Co., Inc. a successful business. He is and has always been a hands on person when it comes to running his business, he is actively involved in all of the day to day operations. Basilio is very involved in the management of fleet maintenance, repairs and the purchasing of all major equipment. He is also a lifetime member of the International Society of Arboriculture (I.S.A.)

Basilio Martinez II, Vice President

As one of our newest addition to TLC, Basilio brings to TLC his Public Relations and Marketing experience from the solid waste industry. His professionalism, enthusiasm and great attitude is exactly why Trimming Land is excited to have him on board.

Elvira F. Martinez, CFO

Elvira is the Chief Financial Officer since 1977 for Trimming Land Co., Inc. She is responsible for the accounting, she oversees and manages TLC's accounting functions; accounts payable, accounts receivable, payroll and preparation of the Corporation's monthly financial statements.





Tony Martinez, VP of Field Operations

Tony has been with Trimming Land Co., Inc. since 1993, he has over 20 years' experience in the tree care and landscaping industry. He started with TLC as a ground-man while attending College. He is responsible for field operations, scheduling and the management of all crews. He is also actively involved with the implementation of our proprietary web based database that supports the tree inventory that was created by TLC. Tony is a Certified Arborist and Utility Specialist under the International Society of Arboriculture (WE-1278AU) since 1993 making him the youngest Certified Arborist that year. Tony, is also Certified as a Wildlife Protector (#582) with the Wildlife Training Institute. Tony holds a B.A. in Political Science from Cal Poly San Luis Obispo and has completed over two years of Landscape Architecture and Ornamental Horticulture.

Angel Sotelo, Director of Marketing and Public Relations

Angel has been with Trimming Land Co. Inc. since 2007. Prior to that he has over 6 years' experience in the tree care industry. He is a Certified Arborist and is the Director of Marketing and Public Relations for our Company. Angel overlooks TLC existing contracts and is involved in the procurement of new contracts. He is currently on the President of our local chamber of commerce and is deeply woven in community affairs.

Sandra Hernandez, Director of Internal Operations

Sandra is the Director of Internal Operations for Trimming Land Co. since 1993, she has over 18 years' experience in the tree care and landscaping industry. Her experience lies in project managing and administration. She supervises the day to day operations internally and in the field, in addition to managing the integration of all services at TLC. Sandra makes the ideal Director to help TLC succeed in today's evolving tree care and landscaping industry.

Jose C. Martinez, Field Area Manager

Jose has been with Trimming Land Co., Inc. since 1986, he has over 25 years' experience in the tree care and landscaping industry. Mr. Martinez began his career with TLC as a ground man, tree trimmer, foreman and is now a Field Area Supervisor. He is a Certified Arborist under the International Society of Arboriculture (WE-4589A); also, he is certified in CPR, First Aid and Aerial Rescue. As the Field Area Supervisor he supervises the field operations, assists with safety meetings and management of field crews.

Alex Rojas, Field Supervisor

Alex has been with Trimming Land Co., Inc. since July 2011. He has over 8 years' experience in the tree care and landscaping industry. As the Field Supervisor Alex supervises field operations and management of crews. He is also involved in the scheduling of projects in both public and private sectors.





COMPANY PROFILE AND CALIFORNIA LOCATIONS

Trimming Land Co., Inc. (TLC) corporate office is located in the City of South Gate and one of our maintenance and storage yards is located in the City of Riverside. Below are the addresses for our Corporate office and our Maintenance/Storage yards.

CORPORATE OFFICE:

10513 Dolores Avenue
South Gate, CA 90280
Main No. 323-569-4498
Toll-Free No. 1-800-378-7332
Emergency Response No. 310-420-3238

MAINTENANCE & STORAGE YARD:

9301 Laurel Street
Los Angeles, CA 90002
Yard No. 323-567-9845

RIVERSIDE COUNTY MAINTENANCE & STORAGE YARD:

6840 Van Buren Blvd.
Riverside, CA 92509



We have a fully equipped staff of qualified mechanics to handle any equipment repairs in the designated and assigned facilities. The mechanics at Trimming Land have cellular phones that are used to communicate between ALL staff members throughout our company. Our mechanics have service trucks equipped with everything they might need in order to get the repairs done immediately. If our mechanics determine that the equipment needs to be brought back to our main maintenance and storage facility for further inspections and repairs, we have a partnership with a tow company that can tow anything from a pick-up truck to a roll-off bin truck.

TLC works very closely with several professional nurseries throughout the Los Angeles, Orange, San Bernardino and Riverside County. Our company has the financial means to acquire many specie trees of different sized boxes. We have our facility storage yard completely equipped and secured to store any trees we may acquire for the **City of Vernon**.

Trimming Land Co., Inc. office and field representatives have cellular phones and tablets to communicate between office and the field. We also, have emails as another way of sending further information with attachments between office and field representative.



EXPERIENCE AND REFERENCES

For 38 years we have been providing complete urban forestry and landscaping services to over fifty (50) municipalities along with an extensive list of school districts, parks, and business associations, commercial and residential clients. During this time frame we have successfully completed municipal and county contracts in California, for which we have trimmed in excess of 2,000,000 trees and removed over 50,000 trees during this same time period. In addition, the Company has experience in the planting of 15 gallon, 24", 36" and 48" box trees as well as transplanting various trees and palm trees. All work is performed in a very professional manner by highly qualified tree professionals with years of experience in the tree care and landscaping industry.

Enclosed are a few of our clients as reference that are similar to the size, complexity and scope of services, please feel free to contact them. All work is performed in a very professional manner by highly qualified tree professionals with years of experience.

CLIENT NAME: LOS ANGELES WORLD AIRPORTS (LAX)
ADDRESS: 7411 WORLD WAY WEST, LOS ANGELES, CA 90045
PROJECT NAME: TREE MAINTENANCE SERVICES
CLIENT NAME: ED MELARA (424) 646-7900 (emelara@lawa.org)
PROJECT DATE: 01/2000 to 12/2009
CONTRACT AMOUNT: \$700,000

Tree Maintenance Services for LAX Airports. Provide tree trimming services to meet the requirements of the Los Angeles World Airports. There are approximately 7,000 trees on airport property that require periodic trimming. Trimmed various broadhead trees, palm tree trimming, tree removals and performed stump grinding. TLC relocated (transplanted) approximately 50 palm trees from one airport location to another airport location. Our company used specialized equipment and staff able to trim LAWA's trees in a cost-effective and timely manner with minimum disruption to traffic flow and the traveling public. Project work schedule consisted of both day and night shift tree maintenance.

CLIENT NAME: CITY OF LYNWOOD, CA
ADDRESS: 11330 BULLIS ROAD, LYNWOOD, CA 90262
PROJECT NAME: TREE PRUNING AND MAINTENANCE SERVICES
CLIENT NAME JOSEF KEKULA (310) 603-0220 (jkekula@lynwood.ca.us)
PROJECT DATE: 07/2009 to Present
CONTRACT AMOUNT: \$1,320,000

Tree pruning and maintenance services of over 9500 trees throughout the City of Lynwood. Project consisted of completely removed over 300 hazardous and dead trees the first year. Began a tree planting program that consisted of planting and watering over 200 trees throughout the City. Responsible of taking complete tree inventory throughout the City of Lynwood and maintaining all information on a web-based database. Our company has continuously maintained the City's tree beautification program.



CLIENT NAME: CITY OF COMPTON, CA
ADDRESS: 205 S. WILLOWBROOK AVENUE, COMPTON, CA 90220
PROJECT NAME: TREE MAINTENANCE SERVICES
CLIENT NAME: RENE FERRELL (310) 605-5585 (rferrell@comptoncity.org)
PROJECT DATE: 10/2013 to Present
CONTRACT AMOUNT: \$702,000

Schedule tree trimming, tree removal, recommended schedule planting, and clean-up/disposal, root pruning/root barrier, tree inventory by species, tree care and emergency on-call services citywide. TLC began the tree planting program that consisted of planting and watering over 1,200 trees throughout the City.

CLIENT NAME: CITY OF RIVERSIDE, CA
ADDRESS: 3900 MAIN STREET, RIVERSIDE, CA 92522
PROJECT NAME: MUNICIPAL TREE MANAGEMENT SERVICES
CLIENT NAME: ROBERT FILIAR (951) 826-5311 (rfiliar@riversideca.gov)
PROJECT DATE: 07/2011 to Present
CONTRACT AMOUNT: \$5,062,500

Perform Municipal Tree Management services for the City's Public Works Department. Approximately maintain over 20,000 trees throughout the City of Riverside. Completely remove various trees and palm trees as well as perform stump grinding and root pruning. Planted various box size trees with and without root barriers. Responsible of taking complete tree inventory throughout the City of Riverside and maintain all information on a web-based database. Our company used specialized equipment and staff able to trim Riverside's trees in a cost-effective and timely manner with minimum disruption to traffic flow and the traveling public. Our company was readily available to respond to after-hour's emergency work and special service requests.

CLIENT NAME: CITY OF SOUTH GATE, CA
ADDRESS: 8650 CALIFORNIA AVENUE, SOUTH GATE, CA 90280
PROJECT NAME: CITYWIDE TREE MAINTENANCE PROGRAM
CLIENT NAME ANNA RODRIGUEZ (323) 563-5785 (arodriguez@sogate.org)
PROJECT DATE: 12/2012 to Present
CONTRACT AMOUNT: \$901,600

Annually trimmed an excess of 8300 trees a year for the annual citywide tree maintenance program. Completely removed hazardous trees. Responsible to taking complete tree inventory throughout the City of South Gate and maintain all information on a web-based database. Responded to emergency response work orders. Performed stump grinding at various locations throughout the City of South Gate. Our company provided citywide tree planting services for the South Gate Urban Reforestation, Phase II program, planting over 1,500.



CLIENT NAME: CITY OF INGLEWOOD, CA
ADDRESS: ONE MANCHESTER BLVD. INGLEWOOD, CA 90301
PROJECT NAME: TREE MAINTENANCE SERVICES
CLIENT NAME HARRY FRISBY (310) 412-5111 (hfrisby@cityofinglewood.org)
PROJECT DATE: 7/2013 to Present
CONTRACT AMOUNT: \$900,600

Trimmed trees for the annual citywide tree maintenance program. Completely removed various trees and performed stump grinding, root pruning/root barriers. TLC also provides the City for emergency call out services. Responsible of taking complete tree inventory throughout the City of Inglewood and maintain all information on a web-based database.

CLIENT NAME: LOS ANGELES WORLD AIRPORTS (LAX)
ADDRESS: 7411 WORLD WAY WEST, LOS ANGELES, CA 90045
PROJECT NAME: TREE TRIMMING SERVICES
CLIENT NAME: ED MELARA (424) 646-7900 (emelara@lawa.org)
PROJECT DATE: 01/2012 to Present
CONTRACT AMOUNT: \$967,112

Tree Maintenance Services for (3 Airports) LAX, Ontario, and Van Nuys Airports. Provide tree trimming services to meet the requirements of the Los Angeles World Airports. There are approximately over 7,000 trees on airport property that require periodic trimming. Trimmed various broadhead trees, palm tree trimming, tree removals and performed stump grinding. TLC relocated (transplanted) approximately 50 palm trees from one airport location to another airport location. Our company used specialized equipment and staff able to trim LAWA's trees in a cost-effective and timely manner with minimum disruption to traffic flow and the traveling public. Project work schedule consisted of both day and night shift tree maintenance.



TECHNICAL APPROACH/QUALITY CONTROL PLAN

Trimming Land Company, Inc. (TLC) would assign Jose Martinez, Field Area Supervisor to the tree maintenance project.

Mr. Martinez has over 20 years' experience in tree maintenance projects and is an I.S.A. Certified Arborist (#WE-4589A), and is also an I.S.A. Certified Tree Worker. He is also certified in Cardio-Pulmonary Resuscitation (CPR), Certified in First Aid and Aerial Rescue. Mr. Martinez is currently the Field Operations Manager of Trimming Land Co., Inc. and has supervised the completion of contracts with the County of Los Angeles, City of Los Angeles, Orange, San Bernardino, South Gate, San Diego and Ventura. Currently he is supervising TLC's tree maintenance contract with the County of Los Angeles.



PERFORMANCE OF WORK.

A. Daily – Weekly Supervision:

1. Report to City representative on a daily basis.
2. Supervise tree services crew to maintain proper trim patterns.
3. Supervise traffic control.
4. Report any damages or injuries within one hour of occurrence.
5. Respond to any residents/personnel complaints or questions concerning project.
6. Final inspection of tree work to insure proper clean-up on daily basis.
7. Maintain daily records of hours worked by each employee and work completed.
8. TLC's authorized representative shall meet with the City representative each Friday between 8:30 and 9:00 am, or anytime specified by the City Grounds Supervisor for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Also TLC shall on each Friday, or as specified by the City, submit to the City (Engineer a weekly copy of daily work reports throughout the term of the contract. In addition, the contractor shall advise the Grounds Supervisor of the following Week's schedule. Daily work records shall be formatted for easy translation in the AGENCY'S Excel program or as directed by city staff.
9. Trimming Land will notify the City of any changes in start date of each tree maintenance operations at least 48 hours in advance. Should Trimming Land discontinue work for any reason, the City must be notified immediately as to the rationale behind the shut-down and the restarting date of operations.

B. Work Schedule:

1. Trimming Land will start the tree trimming project within ten (10) working days of award of contract or as to be determined by the City. Trimming Land will, prior to commencing work, submit and gain approval of a weekly work schedule indication the order, location, and completion of work based on the information provided by the City representative or Grounds Supervisor.
2. TLC will notify the City of the work schedule on a daily and weekly basis. The schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any tree work in the City or as directed by the City representative and Grounds Supervisor.



3. TLC must notify residents 48 hours in advance prior to restricting street parking or access to work area. TLC will post "No-Parking" signs with the date of work to be performed including notification of tree trimming on each sign 24 to 48 hours in advance of operations.
4. Only one job site shall be worked at a time unless specifically approved in advance by the City Inspector or his authorized representative.
5. As soon as notified by the City of award of contract Trimming Land representatives will meet with City Representative to develop a preliminary work schedule for accomplishing the work. Tree trimming schedule will be modified, as necessary, during the course of the contract, based on City trimming needs.

C. Tree Work Performed:

1. Will be according to the International Society of Arboriculture or National Arborist Association and to the City specifications (see detailed specifications of Request For Proposal).
2. Trimming Land will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the City representative at the end of each day or as directed by the City. Pictures are to be taken at time of incident.
3. Hazardous Tree Notifications: TLC will report to the City Arborist/ Grounds Supervisor of any tree defects or hazardous trees within an hour of notice.
4. Any activities found by the City to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by Trimming Land.
5. Trimming Land will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The City authorized representative will serve as mediator between the contractor and resident if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.
6. Trimming Land will exercise precaution as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to TLC's personnel or others near work site, work is to immediately cease and the appropriate utility company notified by TLC.
7. Sprinkler repair will be made immediately. All TLC Supervisors' trucks are equipped to handle most sprinkler repairs as they occur.
8. No hooks, gaffs, spurs, or climbers will be used by anyone employed by Trimming Land for tree trimming. Plants or other material growing on the trees shall be removed at ground level at time of trimming.

D. Hours of work in City:

1. TLC will observe all holidays recognized by the City and the City shall provide inspection for a 40 hour work shift (7:00 am to 4:30 pm or as directed by the City)
2. Before performing any work at said times, TLC shall give written notice to the City so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed.
3. No maintenance functions that generate excess noise which would cause annoyance to residents of the area shall be commenced before 7:00 am.

E. Clean - up & BMP

1. TLC shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.



2. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight unless authorized by the Director, her/his designee, and residents adjacent to equipment are all notified.
3. City authorized representative shall be the sole judge as to the adequacy of the clean-up.
4. TLC shall fully adhere to the City's BMP practices.
5. Temporary Sediment Control shall be utilized to prevent any green-waste material from entering the storm drains.
6. Vehicle washing, mechanic or other non-storm or other activities shall be contained within the project site using the right BMPs.
7. TLC will adhere to Federal, State and local requirements for BMPs.

F. Compliance with Laws and Regulations:

1. TLC shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

G. Drug Free Workplace:

1. TLC published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
2. TLC has established a Drug free Awareness Program to inform employees about the dangers of drug abuse in the workplace.
3. TLC's existing policy of maintaining a drug free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace. Taking appropriate personnel action against such employee, up to and including termination.

H. Brochure/letter:

1. Trimming Land will provide the City a "Public Notice of the Tree Trimming Program" for approval before starting any tree work in the City. A draft copy has been included in this document if required in bid.

I. Photographs:

1. Trimming Land will supply the City representative photographs of "Before and After" trimming that is suitable for reproduction if required.
2. Trimming Land will supply the City representative photographs of any damages that occur to public and or private property or persons.



J. Disposal of Materials:

1. All tree branches produced as a result of TLC's operations will be reduced reused, recycled, and/or transformed.
2. Weight slips or load slips for material removed from the City will be submitted to the City once a month as proof of final disposal to a recycling facility for documenting reuse per AB 939.
3. All tree branches chipped and/or mulched shall be made available free of charge to the City.
4. Trimming Land operates a fully licensed and permitted Green Waste Transfer & Recycling facility in the City of Los Angeles.

K. Public Safety/ Traffic Control:

1. TLC shall furnish, erect and maintain such lights, barricades, bridges and other devices as required by the City, State, Federal and County "Public Safety" of the Standard Specifications. Should the City point out the inadequacy of warning devices or should the City approve the location of warning devices, such action shall not relieve Trimming Land of responsibility for public safety, nor abrogate its obligation to furnish and pay for these devices.
2. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook).
3. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.
4. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.
5. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when tree trimming operations are suspended for any reason, TLC shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.
6. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.
7. Whenever TLC's operations require one-way traffic or create a condition hazardous to the public traffic, TLC shall provide and station competent flagmen whose sole duties shall consist of directing the movement traffic through or around the work. TLC shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various bid items.
8. Under no circumstances will any City street be closed to thru traffic unless authorized by City official.



L. Customer Service:

TLC has highly trained customer service representatives in speaking with the public on any concerns they might have. All of our customer service representatives are very patient and courteous, they have been trained to use the best possible approach to address any concerns or issues that might arise from the residents or public. At TLC we understand the importance of listening to a resident's complaint NOT interrupting them while they are speaking at all times we are respectful and calm. This will at all times help resolve the issues on hand immediately and efficiently.

Our protocol is to have complaints resolved within 24 to 48 hours of the incident. Our representatives are trained to specifically handle and resolve damage to any property, both private and public. TLC has the capability to immediately address and dispatch our incidents representative to the incident site to take the proper measurements and take action right away. All repairs should be acceptable to the City of Huntington Park, and the private property/resident

Sample Door Hanger on Next Page



CITY OF VERNON

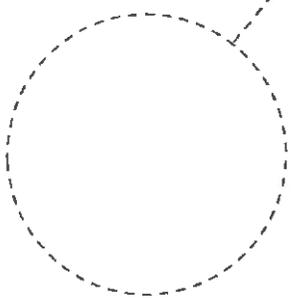


TREE MAINTENANCE NOTICE

The City of Vernon has awarded the pruning of parkways trees to Trimming Land Co., Inc a private contractor. The contractor will be pruning trees on your street within the next couple of days. There will be **"NO PARKING"** signs posted due to the danger of falling limbs. There will be **"NO PARKING"** between the hours of 7:00 am to 4:30 pm. Please do not park on the street until the trees have been pruned and the area cleaned. Additionally, due to the hazard of falling limbs we ask that you clear your front yard of cars, furniture, and other valuables (especially children) during the pruning operations. Your cooperation is very much appreciated. If you should have any questions please feel free to contact:

CITY OF VERNON
PUBLIC WORKS DEPARTMENT
(323) 583-8811

TRIMMING LAND COMPANY INC
(323) 569-4498



CIUDAD DE VERNON



NOTIFICACION DE MANTENIMIENTO DE ARBOLES

La ciudad de Vernon ha concedido el mantenimiento y el corte de Arboles de la Ciudad a Trimming Land Co., Inc un contratista privado autorizado. El contratista podara los arboles de su calle en los proximos dias. Habra anuncios de **NO ESTACIONARSE "NO PARKING"** Para avisar a los ciudadanos de posible peligros de caida de ramas. No Habra estacionamiento entre las horas siguientes: 7:00 am a 4:30 pm. Por favor no se estacione durante este horario hasta que el trabajo haya terminado y la calle este completamente limpia y segura. Agradecemos su cooperacion y compression. Si tiene alguna pregunta por favor llame:

CIUDAD DE VERNON
DEPARTAMENTO DE OBRAS PUBLICAS
(323) 583-8811

TRIMMING LAND COMPANY INC
(323) 569-4498



TLC dBASE Computer Software System

Trimming Land Company Inc., (TLC) has created a propriety web-based database that is user friendly and very reliable. This system uses the most modern and innovative technology out in the market. It provides real-time updates on work-history and makes it a viable tool for city users.



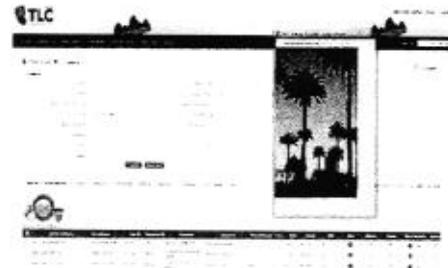
How Inventory Is Collected or Imported?

A Certified Arborists will walk the streets with a Handheld GPS System and Create an Arc View File, with each tree site entering the information to be imported into the database. This will include but not limited: Address, On Address, Tree Site, Tree Side, Species of Tree, DBH of Tree, Height of Tree Health of Tree, and if there are Power Lines. If the city already has inventory and work history for prior years we will take the information and import it into our system along with the work history provided for the prior years.



Important and Detailed Information for Each Site

Our state of the Art System provides very accurate and up to date records of each tree being worked on in the city with real-time updates. Each Tree has a specific ID and is unique to our system so no tree has the same ID. You have the capability to print or export any of the important characteristics of each site. For example a before and after photo of each site being completed. By clicking the arrow next to work history you will have the full entire history of this tree by the click of a key.



Work Orders and Billing

You will be able to create work orders, track them down on real time basis, know what the progress of that individual job and receive instantly an invoice for that work performed. All of our supervisors are equipped with Laptops, and Blackberry's so they instantly get the work orders and update the status of each individual job.



EXHIBIT D

LIVING WAGE PROVISIONS

Minimum Living Wages:

A requirement that Employers pay qualifying employees a wage of no less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits.

Paid and Unpaid Days Off:

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity, and an additional ten days a year of uncompensated time for sick leave.

No Retaliation:

A prohibition on employer retaliation against employees complaining to the City with regard to the employer's compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney's fees, or to compel City officials to terminate the service contract of violating employers.

EXHIBIT E
EQUAL EMPLOYMENT OPPORTUNITY
PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.



RECEIVED

DEC 07 2015

CITY ADMINISTRATION

STAFF REPORT
PUBLIC WORKS, WATER & DEVELOPMENT SERVICES
DEPARTMENT

DATE: December 15, 2015

TO: Honorable Mayor and City Council

FROM: Samuel Kevin Wilson, ^{see} Director of Public Works, Water & Development Services

RE: Approval of an Ordinance Amending the Zoning Code to Regulate Distributed Generation within the City of Vernon and to Correct a Typographical Error in the Billboard Zoning Requirements and adopt a Negative Declaration pursuant to the California Environmental Quality Act

RECOMMENDATION

- A. Adopt an ordinance amending the City of Vernon's Zoning ordinance to 1) Define Distributed Generation, 2) Establish regulations regarding Distributed Generation and 3) Correct a typographical error in Section 26.8.3-4(c); and
- B. Adopt a Negative Declaration finding that there is no substantial evidence, in light of the whole record before the City, that the project may have a significant effect on the environment within the meaning of the California Environmental Quality Act (CEQA).

BACKGROUND

The Public Works, Water and Development Services Department has been advised by the Vernon Gas and Electric Department that it would like to have an amendment made to the Vernon Zoning ordinance to require that a person to obtain a conditional use permit before allowing Distributed Generation to be place on a parcel of land within the City. Additionally City staff is recommending that a modification be made to the billboard regulations of the zoning ordinance to correct a typographical error. Section 26.6.6 of the City Code sets forth the process to amend the zoning ordinance.

Distributed Generation

The City of Vernon Gas and Electric Department initiated a study of the potential impacts Distributed Generation (DG) may have on the City's operations and the environment. Distributed Generation generally refers to the production of electricity through non-traditional generating plants including but not limited to, photovoltaic (PV) facilities, diesel and natural gas fueled facilities, wind generators, biomass-fueled facilities, fuel cells, water-powered energy systems; combined heat and power facility, energy storage devices, micro-turbines and waste burning power facilities.

The City of Vernon's electric utility customer base has shown an interest in constructing DG facilities to offset electricity provided by the City. This desire to install DG stems from both a wish to reduce power costs and to create electricity onsite in a more sustainable manner. Power Engineers was retained by the Vernon Gas and Electric Department to conduct an impact study. The study consisted of: 1) A Physical Distribution System Impact Analysis, 2) An Environmental Impact Analysis, 3) A Safety Assessment and 4) A Financial Impact Analysis. Attached herewith is a copy of the study.

The study concluded that the City's existing electrical distribution system can generally support DG, but limited DG can be connected to any of Leonis 7 kilovolt (kV) distribution circuits until the feeder circuit breakers are replaced with higher interrupting current rating. However, allowing DG up to 5% of the City's peak load would result in operating revenue losses of up to \$6,474,580 depending upon the mix of DGs permitted and that a restructuring of current electric rates would be required to recover fixed costs. Furthermore, the study found that existing regulations will provide adequate safety protection related to hazardous materials and electric safety that may be associated with solar PV, fuel cells and fossil-fuel DG projects, however a more in-depth analysis is required to fully understand the environmental impacts of other types of DG.

Ultimately the City will have to determine the maximum amount of DG that will be permitted in the City. The Solar rights act has made it clear cities should not inhibit the use of solar power generation. As such the Power Engineer, Inc. study concluded that Solar PV DGs up to 1.0 MW should be permitted without the need for a conditional Use Permit.

In addition, emergency backup generators are sometimes required to be installed in certain facilities to provide a backup power source in case electricity is lost at a site. Public facilities such as fire stations, city halls, hospitals, police stations, water well sites as well as private developments where hazardous materials are stored or used quite often require a separate source of electricity as a backup in case the primary source is interrupted to insure that critical operations and safeguards are maintained during a power outage. The purpose of the backup systems is not to provide an alternate source of electricity during normal operating conditions and therefore should not be considered Distributed Generation.

City Staff is therefore recommending that the City's zoning ordinance be amended to clearly show that DG facilities, with the exception of solar photovoltaic up to 1.0 MW and emergency generators, require a Conditional Use Permit. It is recommended that the Section 26.2.4 be amended to add a definition for Distributed Generation and that Section 26.4.1-7 (b)(4) be added

to the code to require a Conditional Use Permit for Distributed Generation both to read as follows:

Add the following definition to Section 26.2.4:

Distributed Generation shall mean, a decentralized power generating facilities interconnected to the City's distribution system and used exclusively to meet the customer's load requirements at the site to offset power consumption normally provided by the City and may include, but not limited to, solar photovoltaic (PV) facilities, diesel and natural gas fueled facilities, wind generators, biomass-fueled facilities, fuel cells, water-powered energy systems; combined heat and power facility, energy storage devices, micro-turbines and waste burning power facilities

Add Section 26.4.1-7 (b)(4) to read as flows:

(4) ***Distributed Generation***. With the exception of solar panels generating up to one (1) MW of energy on a Lot and emergency generators that only provide power backup when a buildings electric utility service is interrupted, no distributed generation shall be permitted on a parcel of land except with a Conditional Use Permit. The City reserves the right to limit the amount of distributed generation to be interconnected to the distribution system.

Billboards

It has been noted that when the City adopted its latest zoning standards earlier this year for billboards that section 26.8.3-4(c) contained a typographical error. This section specifies location requirements for billboards that are within 200 feet of the edge of the I-710 freeway right of way and that are designed primarily to be viewed from the freeway. Subsection (1) of 26.8.3-4(c) deals specifically with Digital signs and while subsection (2) of 26.8.3-4(c) deals specifically with Static signs. However section 26.8.3-4(c) mistakenly only references digital signs. Therefore the words "or Static" should be inserted after the word Digital in section 26.8.3-4(c) to read as follows:

- (c) Outdoor Advertising Structures with Digital **or Static** Displays that are located within two hundred (200) feet of the edge of the Right-of-way of the I-710 freeway and are designed to be primarily viewed from the I-710 freeway are subject to the following standards:
 - (1) An Outdoor Advertising Structure with a Digital Display that is located within two hundred (200) feet of the edge of the Right-of-way of the I-710 freeway and designed primarily to be viewed from the I-710 freeway shall not be located within five hundred (500) feet of another Outdoor Advertising Structure with a Static Display located on the same side of the freeway or within one thousand (1,000) feet of another Outdoor Advertising Structure with a Digital Display located on the same side of the freeway and designed to be oriented toward the freeway; and
 - (2) An Outdoor Advertising Structure with a Static Display that is located within two hundred (200) feet of the edge of the Right-of-way of the I-710 freeway and designed primarily to be viewed from the I-710 freeway shall not be located within

five hundred (500) feet of any other Outdoor Advertising Structure located on the same side of the freeway and designed to be oriented toward the freeway.

CEQA ANALYSIS

An initial study has been conducted for the project in compliance with the California Environmental Quality Act (CEQA). As shown by the initial study, no potentially significant impacts are expected to result from the proposed zoning changes and there is no substantial evidence, in light of the whole record before the City, that the project may have a significant effect on the environment. The Director of Public Works, Water & Development Services has recommended that a Notice of Intent be provided and issued pursuant to CEQA Guidelines section 15072 and a Negative Declaration be adopted in compliance with CEQA Guidelines section 15070 *et seq.*

RECOMMENDATION

It is therefore recommended that a negative Declaration be adopted and that the City's zoning ordinance be amended as follows:

Add the following definition to Section 26.2.4:

Distributed Generation shall mean, a decentralized power generating facilities interconnected to the City power generating facility and used exclusively to meet the customer's load requirements at the site to offset power consumption normally provided by the City and may include, but not be limited to solar photovoltaic (PV) facilities, diesel and natural gas fueled facilities, wind generators, biomass-fueled facilities, fuel cells, water-powered energy systems, combined heat and power facility, energy storage devices, micro-turbines and waste burning power facilities.

Add Section 26.4.1-7 (b)(4) to read as follows:

(4) ***Distributed Generation***. With the exception of solar panels generating up to one (1) MW of energy on a Lot and emergency generators that only provide power backup when a buildings electric utility service is interrupted, no distributed generation shall be permitted on a parcel of land except with a Conditional Use Permit. The City reserves the right to limit the amount of distributed generation to be interconnected to the distribution system.

Amend Section 26.8.3-4(c) to read as follows:

- (c) Outdoor Advertising Structures with Digital or Static Displays that are located within two hundred (200) feet of the edge of the Right-of-way of the I-710 freeway and are designed to be primarily viewed from the I-710 freeway are subject to the following standards:
 - (1) An Outdoor Advertising Structure with a Digital Display that is located within two hundred (200) feet of the edge of the Right-of-way of the I-710 freeway and designed primarily to be viewed from the I-710 freeway shall not be located within five hundred (500) feet of another Outdoor Advertising Structure with a Static Display located on the same side of the freeway or within one thousand (1,000) feet

of another Outdoor Advertising Structure with a Digital Display located on the same side of the freeway and designed to be oriented toward the freeway; and

- (2) An Outdoor Advertising Structure with a Static Display that is located within two hundred (200) feet of the edge of the Right-of-way of the I-710 freeway and designed primarily to be viewed from the I-710 freeway shall not be located within five hundred (500) feet of any other Outdoor Advertising Structure located on the same side of the freeway and designed to be oriented toward the freeway.

Attachment(s): Power Engineers Distributed Generation Impact Study

The "Power Engineers Distributed Generation Impact Study" referenced in this staff report is available for public inspection at the City Clerk counter located at City Hall, 4305 Santa Fe Avenue, Vernon, CA 90058. If you have any questions or concerns, please contact the Office of the City Clerk at cityclerk@ci.vernon.ca.us or at (323) 583-8811 extension 546.



**NOTICE OF PUBLIC HEARING TO CONSIDER
AMENDMENTS TO COMPREHENSIVE ZONING ORDINANCE
AND NOTICE OF INTENT TO ADOPT NEGATIVE DECLARATION**

The City of Vernon will conduct a Public Hearing, which you may attend.

PLACE: Vernon City Hall, City Council Chambers
4305 Santa Fe Avenue
Vernon, CA 90058

**DATE &
TIME:** **Tuesday, December 15, 2015 at 9:00 a.m.**
(or as soon thereafter as the matter can be heard)

PURPOSE: To consider: (1) The City of Vernon intent to adopt an ordinance to amend the City's Zoning Ordinance to establish regulations for Distributed Generation within the city and clarify existing regulations regarding billboard signs. (2) The recommendation from the Vernon Director of Public Works, Water & Development Services Department to adopt a Negative Declaration in accordance with the California Environmental Quality Act because the proposed amendments to the Comprehensive Zoning Ordinance will not have a significant effect on the environment.

**DOCUMENTS
FOR REVIEW:**

A copy of the proposed ordinance and proposed negative declaration will be available for public review at the address mentioned below between the hours of 7:15 a.m. and 5:15 p.m. Monday through Thursday. The public is also invited to submit written comments on the proposed negative declaration prior to the hearing. The comment period runs from November 19, 2015 to December 15, 2015. Comments received after that date may not receive full consideration.

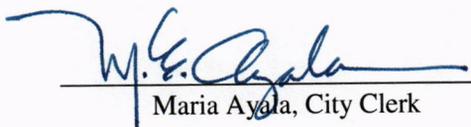
Please send your comments and the name of the contact person to:

Samuel Kevin Wilson, Director of Public Works, Water & Development Services
City of Vernon
4305 Santa Fe Avenue, Vernon, CA 90058
(323) 583-8811
Email: kwilson@ci.vernon.ca.us

If you challenge the granting of this Zoning Amendment or any provisions thereof in court, you may be limited to raising only those issues you or someone else raised at the hearing described in this notice or in written correspondence delivered to the City of Vernon at, or prior to, the meeting.

The hearing may be continued or adjourned or cancelled and rescheduled to a stated time and place without further notice of a public hearing.

Dated: 11/23/15



Maria Ayala, City Clerk





**NOTICE OF PUBLIC HEARING TO CONSIDER
AMENDMENTS TO COMPREHENSIVE ZONING ORDINANCE
AND NOTICE OF INTENT TO ADOPT NEGATIVE DECLARATION**

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Dated: 11/23/15



Maria Ayala, City Clerk

**City of Huntington Park
Planning Department
6550 Miles Avenue
Huntington Park, CA 90255**

**Lucille Roybal-Allard
Congresswoman
500 Citadel Drive, Ste 320
Commerce, CA 90040**

**John Kinas
United States Aluminum
3663 Bandini Boulevard
Vernon, CA 90023**

**L.A. County Board of Supervisors
Director of Planning
James Hertl – Room 1390
320 W. Temple Street
Los Angeles, CA 90012**

**Gloria Molina
Board of Supervisors
500 W. Temple St., Ste 856
Los Angeles, CA 90012**

**Ms. Gutierrez
924 S. Mott Street
Los Angeles, CA 90023**

**South Coast Air Quality Mgmt
District (AQMD)
21865 E. Copley Drive
Diamond Bar, CA 91765**

**City of Long Beach
Office of the City Manager
333 W. Ocean Blvd., 13th floor
Long Beach, CA 90802**

**James H. Hillands
Heger Realty Corp.
5657 E. Washington Blvd.
Los Angeles, CA 90040**

**Brian Scanlon
L.A. County Public Works
Mapping & Property Mgmt.
900 S. Fremont Avenue, 10th Floor
Alhambra, CA 91803**

**E.J. Contreras
Owens-Brockway
2901 Fruitland Avenue
Vernon, CA 90058**

**Joseph R. Garruba
California Portland Cement Co.
2025 E. Financial Way
Glendora, CA 91740**

**City of Commerce
Planning Department
2535 Commerce Way
Commerce, CA 90040**

**California Water Service Comp.
3316 West Beverly Boulevard
Montebello, CA 90640**

**J.J. Little
J.J. Little Company, Inc.
9945 Malgar Drive
Whittier, CA 90603**

**City of Bell
Planning Department
6330 Pine Street
Bell, CA 90201**

**Marisa Olguin
Chamber of Commerce
3801 Santa Fe Avenue
Vernon, CA 90058**

**L.R. Luppen
Metal Products Engineering
3050 Leonis Boulevard
Vernon, CA 90058**

**City of Cudahy
Planning Department
5220 Santa Ana Street
Cudahy, CA 90201**

**Maywood Mutual Water Co. 3
6151 Heliotrope Avenue
Maywood, CA 90270**

**Ellen Orlando
Karen Lehrer
2300 E. 11th Street
Los Angeles, CA 90021**

**L.A. County Sanitation District
P.O. Box 4998
Whittier, CA 90607**

**L.A. County Flood Control District
900 S. Fremont Avenue
8th Floor
Alhambra, CA 91803**

**Dave Karrker
California Water Service
5243 E. Sheila Street
Commerce, CA 90022**

**City of Maywood
Planning Department
4319 Slauson Avenue
Maywood, CA 90270**

**L.A. Unified School District
Office of Environmental Health & Safety
333 South Beaudry Ave., 20th Floor
Los Angeles, CA 90017
Attention: Glenn Striegler**

**So. Cal Edison
1924 Cashdan Street
Compton, CA 90220
Attn: Mike Frazier**

**City of Los Angeles
Planning Department
200 North Spring St.
Los Angeles, CA 90012**

**Suk Chon
County of Los Angeles
Department of Public Works
Land Development Division
P.O. Box 1460
Alhambra, CA 91802-1460**

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Department of Water & Power L.A.
111 N. Hope Street
Los Angeles, CA 90012

The Gas Company (So. Cal Gas Co.)
P.O. Box 3150
San Dimas, CA 91773

L.A. Junction Railroad
4433 Exchange Avenue
Vernon, CA 90058

Burlington Northern Santa Fe Railroad
3770 E. Washington Blvd.
Los Angeles, CA 90023

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1-800-GO-AVERY

The hearing may be continued or adjourned or cancelled and rescheduled to a stated time and place without further notice of a public hearing.

Dated: 11/21/2015

/s./ Maria Ayala, City Clerk

**CITY OF VERNON
NOTICE OF PUBLIC HEARING TO CONSIDER
AMENDMENTS TO COMPREHENSIVE ZONING ORDINANCE
AND NOTICE OF INTENT TO ADOPT NEGATIVE DECLARATION**

The City of Vernon will conduct a Public Hearing, which you may attend.

PLACE: Vernon City Hall, City Council Chambers
4305 Santa Fe Avenue, Vernon, CA 90058

DATE & TIME: Tuesday, December 15, 2015 at 9:00 a.m.
(or as soon thereafter as the matter can be heard)

PURPOSE: To consider: (1) The City of Vernon intent to adopt an ordinance to amend the City's Zoning Ordinance to establish regulations for Distributed Generation within the city and clarify existing regulations regarding billboard signs. (2) The recommendation from the Vernon Director of Public Works, Water & Development Services Department to adopt a Negative Declaration in accordance with the California Environmental Quality Act because the proposed amendments to the Comprehensive Zoning Ordinance will not have a significant effect on the environment.

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Please send your comments and the name of the contact person to:

Samuel Kevin Wilson, Director of
Public Works, Water & Development Services
City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058
(323) 583-8811 Email: kwilson@ci.vernon.ca.us

If you challenge the granting of this Zoning Amendment or any provisions thereof in court, you may be limited to raising only those issues you or someone else raised at the hearing described in this notice or in written correspondence delivered to the City of Vernon at, or prior to, the meeting.

The hearing may be continued or adjourned or cancelled and rescheduled to a stated time and place without further notice of a public hearing.

Dated: 11/23/15

/s./ Maria Ayala, City Clerk

Ru., Castaic, CA.

LMTOWING SERVICE, Inc.
LIEN SALE: 97-MAXUM
CF #: 3100PB
Hull #: USJA38MAJ697
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PUBLISHER'S NOTICE: This newspaper will not knowingly accept any advertising for real estate or rentals which is in violation of the law. Our readers are informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. **(FR DOC. 72-4988):** All real estate and rental advertisements in this newspaper are subject to the Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitation or discrimination, based on race, color or religion, sex, or national origin, or an intention to make such preference, limitation or discrimination."

RENTALS / REAL ESTATE

RENTALS / REAL ESTATE

**CITY OF VERNON HOUSING COMMISSION
HOUSING OPPORTUNITIES
QUARTERLY AD
NOVEMBER 2015**

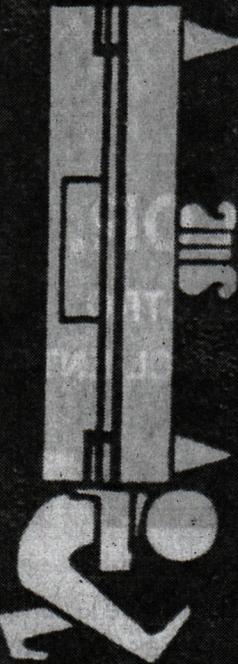
The City of Vernon Housing Commission leases 1 and 2 bedroom apartments, 2 and 3 bedroom single family homes, and 2 bedroom condominiums as vacancies occur. Market rates for these units range from \$700 and \$1,700 per month. If you are interested in leasing City-owned housing in Vernon, you must complete and submit an Expression of Interest Form. This form and more information on housing can be found on the Vernon Housing Commission's webpage, http://cityofvernon.org/vernon_housing_commission/VernonHousingOpportunities.htm, or at the Commission Secretary/City Clerk's Office at Vernon City Hall, 4305 Santa Fe Avenue, Vernon, CA 90058. Please call (323) 583-8811 ext. 221 with any questions. The City of Vernon and the Housing Commission comply with all fair housing laws.

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ORDINANCE NO. 1235

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON AMENDING THE ZONING CODE TO REGULATE DISTRIBUTED GENERATION WITHIN THE CITY OF VERNON AND TO CORRECT A TYPOGRAPHICAL ERROR IN THE BILLBOARD ZONING REQUIREMENTS AND ADOPT A NEGATIVE DECLARATION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, the City of Vernon (the "City") is a municipal corporation and a chartered city of the State of California organized and existing under its Charter and the Constitution of the State of California; and

WHEREAS, on April 21, 2015, the City Council of the City of Vernon adopted Ordinance No. 1227, adopting amendments to the comprehensive zoning ordinance of the City of Vernon; establishing zoning districts in the City and regulating and restricting the use, size, and the location of buildings and improvements on land; the use of land and open space; adopting a map showing said zoning districts, defining the terms used in the ordinance; providing for its adjustment, amendment and enforcement; and

WHEREAS, by memorandum dated December 15, 2015, the Director of Public Works, Water & Development Services has recommended that the City of Vernon Zoning Ordinance be amended to (i) Define Distributed Generation, (ii) Establish regulations regarding Distributed Generation and (iii) Correct a typographical error in Section 26.8.3-4(c); and

WHEREAS, a duly-noticed public hearing has been held to consider the proposed ordinance changes and public testimony has been received and considered; and

WHEREAS, Chapter 4.1(f) and (h) of the Charter of the City

of Vernon provides that an ordinance shall amend a code or repeal any ordinance or code previously adopted.

THE CITY COUNCIL OF THE CITY OF VERNON HEREBY ORDAINS:

SECTION 1: The City Council of the City of Vernon hereby finds and determines that all of the foregoing recitals are true and correct.

SECTION 2: Section 26.2.4 of Article II of Chapter 26, of the Vernon Municipal Code, is hereby amended to read as follows:

Section. 26.2.4. Definitions (D-E).

Data Center shall mean a Building with a controlled environment used for housing a large amount of electronic equipment, typically computers and communications equipment, for the purpose of creating a hosted computer environment.

Density shall mean the total number of permanent residential dwelling units per acre of land, exclusive of all existing public Right-of-way surfaces or similar property.

Development Agreement shall mean a contract duly executed and legally binding between the City of Vernon and a developer(s) pursuant to Government Code Section 65864 et seq.

Development Standards shall mean the development and performance standards described in Section 26.4.1-7, "Development and Performance Standards," and/or development and performance standards identified for individual Overlay Zones in this Chapter.

Digital Display shall mean the face of a sign or Outdoor Advertising Structure that is comprised of a digital or electronic face with intermittent changeable messages.

Director shall mean the City of Vernon Director of Public Works, Water, and Development Services.

Distributed Generation shall mean decentralized power generating facilities interconnected to the City's distribution system and used exclusively to meet the customer's load requirements at the site to offset power consumption normally provided by the City and may include, but not be limited to solar photovoltaic (PV) facilities, diesel and natural gas fueled facilities, wind generators, biomass-fueled facilities, fuel cells, water-powered energy systems, combined heat and power facilities, energy storage devices, micro-turbines and waste burning power facilities.

Drive-Through or Drive-Up Facilities. An establishment that sells products or provides services to occupants in vehicles, including drive-in or drive-up windows and drive-through services examples include fast food restaurants, banks, and pharmacies.

Dwelling Unit - see *Residence*.

Emergency Shelter, pursuant to California Health and Safety Code Section 50801(e), shall mean a facility that provides immediate and short-term housing to homeless persons or families on a first-come, first-serve basis where the individual(s) must vacate the facility each morning and have no guaranteed bed for the next night. No individual or household may be denied emergency shelter because of inability to pay.

SECTION 4: Section 26.4.1-7(b)(4) of Article IV of Chapter 26, of the Vernon Municipal Code, is hereby added to read as follows:

Section 26.4.1-7(b)(4).

(4) *Distributed Generation.* With the exception of solar photovoltaic generation of up to one (1) MW of energy on a Lot and emergency generators that only provide power backup when a building's electric utility service is interrupted, no distributed generation shall be permitted on a parcel of land except with a Conditional Use

Permit. The City reserves the right to limit the amount of distributed generation to be interconnected to the distribution system.

SECTION 5: Section 26.8.3-4(c) of Article II of Chapter 26, of the Vernon Municipal Code, is hereby amended to read as follows:

Section. 26.8.3-4.

(c) Outdoor Advertising Structures with Digital or Static Displays that are located within two hundred (200) feet of the edge of the Right-of-way of the I-710 freeway and are designed to be primarily view from the I-710 freeway are subject to the following standards:

(1) An Outdoor Advertising Structure with a Digital Display that is located within two hundred (200) feet of the edge of the Right-of-way of the I-710 freeway and designed primarily to be viewed from the I-710 freeway shall not be located within five hundred (500) feet of another Outdoor Advertising Structure with a Static Display located on the same side of the freeway or within one thousand (1,000) feet of another Outdoor Advertising Structure with a Digital Display located on the same side of the freeway and designed to be oriented toward the freeway; and

(2) An Outdoor Advertising Structure with a Static Display that is located within two hundred (200) feet of the edge of the Right-of-way of the I-710 freeway and designed primarily to be viewed from the I-710 freeway shall not be located within five hundred (500) feet of any another Outdoor Advertising Structure located on the same side of the freeway and designed to be oriented toward the freeway.

SECTION 6: Any ordinance or parts of an ordinance, in conflict with this Ordinance are hereby repealed.

SECTION 7: Severability. If any chapter, article, section, subsection, subdivision, paragraph, sentence, clause, phrase, or word

in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more chapters, articles, sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases or words be declared unconstitutional, or invalid, or ineffective.

SECTION 8: Book of Ordinances. The City Clerk, or Deputy City Clerk, shall attest and certify to the adoption of this Ordinance and shall cause this Ordinance and the City Clerk's, or Deputy City Clerk's, certification to be entered in the Book of Ordinances of the Council of this City. The City Clerk, or Deputy City Clerk, shall cause this ordinance to be published or posted as required by law.

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SECTION 9: Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

APPROVED AND ADOPTED this 5th day of January, 2016.

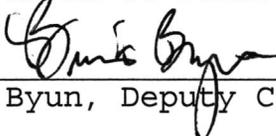
Name: _____

Title: Mayor / Mayor Pro-Tem

ATTEST:

City Clerk / Deputy City Clerk

APPROVED AS TO FORM:



Brian Byun, Deputy City Attorney

1st reading CC approved 12/15/15



RECEIVED

DEC 07 2015

CITY ADMINISTRATION

STAFF REPORT
PUBLIC WORKS, WATER & DEVELOPMENT SERVICES
DEPARTMENT

DATE: December 15, 2015
TO: Honorable Mayor and City Council
FROM: Samuel Kevin Wilson, ^{SW} Director of Public Works, Water and Development Services Department
RE: Approval of an Ordinance Establishing Regulations for Massage Businesses

RECOMMENDATION

- A. Adopt an ordinance 1) Amending Article VI of Chapter 5 of the Vernon Municipal Code by removing Massage Businesses from the definition of Adult and Sexually Oriented; 2) Renumbering current Article VII (Utility Users' Tax) of Chapter 5 of the Vernon Municipal Code to Article VIII and adding a new Article VII of Chapter 5 of the Vernon Municipal Code relating to the Business Permit Regulation of Massage Businesses; 3) Amending Article II of Chapter 13 of the Vernon Municipal Code by adding Massage Businesses to the list of those Businesses required to obtain a Health Permit prior to operation; 4) Amending Article II of Chapter 26 (Zoning) of the Vernon Municipal Code by removing the definition of "Massage Parlors"; and 5) Renumbering current Articles VIII, IX and X of Chapter 26 (ZONING) to Articles IX, X AND XI of the Vernon Municipal Code and renumbering sections accordingly, and adding new article VIII to Chapter 26 (Zoning) of the Vernon Municipal Code.

- B. Find that this Ordinance is not a "project" as defined under the California Environmental Quality Act (CEQA) Guidelines, section 15378, because it will not result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. This Ordinance is general policy and procedure making that is explicitly exempt from the definition of "project" under CEQA Guidelines section 15378(b)(2). Even assuming the Ordinance were a "project" under CEQA, however, it would still be exempt from CEQA review under CEQA Guidelines section 15061(b)(3), the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment, and, as stated above, it can be seen with certainty that there is no possibility that the Ordinance in question may have a significant effect on the environment.

BACKGROUND

In May 2003, the City adopted Ordinance No. 1094, which established regulations for Adult or Sexually Oriented Businesses. Included within the definition of Adult or Sexually Oriented business was massage parlors. In September 2014, the California Legislature enacted AB 1147, which became effective on January 1, 2015, to return broad land use control to local government over the regulation of massage businesses within their jurisdiction, while vesting the exclusive control over the practice of providing massage services and the certification of massage therapists with the California Massage Therapy Council, a state-organized non-profit organization created to regulate the massage industry ("CAMTC"). However, AB 1147 prohibits municipalities from regulating massage businesses as adult or sexually oriented businesses. Therefore City Staff is recommending that various modifications be made to the City Code to ensure that its regulations on Massage Businesses conform to State Law.

California Government Code Section 51030 *et seq.* permits cities the authority to regulate massage businesses by conditioning the issuance of licenses on satisfaction of certain criteria, including building sanitation and operation standards for such massage establishments and registration with the City's Police Department.

Therefore City staff is recommending that:

- 1) Article VI of Chapter 5 of the Vernon Municipal Code be amended by deleting Section 5.81.2(7) and the phrase "[m]assage parlors" from the table under Section 5.92(t),
- 2) Current Article VII of Chapter 5 of the Vernon Municipal Code be renumbered to Article VIII without any other further modifications,
- 3) A new Article VII, Business Permit Regulations for Massage Businesses, be added to Chapter 5 of the City Code,
- 4) Amending Article II of Chapter 13 of the Vernon Municipal Code by adding Massage Businesses to the list of those Businesses required to obtain a Health Permit prior to operation,
- 5) Amending Article II of Chapter 26 (Zoning) of the Vernon Municipal Code by removing the definition of "Massage Parlors",
- 6) Current Articles VIII, IX and X of Chapter 26 (Zoning) be renumbered to Articles IX, X and XI and renumber sections accordingly and
- 7) Article VIII, Zoning Regulations for Massage Businesses, be added to Chapter 26.

The ordinance contains the specific language that is proposed to be added to the code. In summary the new code provisions will set forth the following:

Business Permit regulations will include:

- Purpose and Authority of the code provisions for massage businesses
- Definitions
- Any exemptions to the regulations
- Permit application requirements
- Permit issuance and registration
- Denial, Suspension, Revocation of a permit
- Permit duration

- Posting of permit and record keeping
- Facility requirements
- Inspections, violations and penalties
- Hours of operation
- Coordination with CAMTC
- Property owner responsibility

The proposed change to the Health and Sanitation regulations will add Massage Businesses to the list of businesses that are required to obtain a Health Permit.

The proposed zoning regulations will include:

- Purpose for the code regulations for massage businesses
- Changes to the definitions for a massage parlor/massage business
- Sets forth a distance requirement between massage business establishments, public facilities and other sensitive uses

FISCAL IMPACT

No fiscal impacts are anticipated from the adoption of the ordinance. The City currently has regulations on massage businesses, these new regulations are very similar in nature, but do not conform with State Law. This ordinance will amend the code to establish regulations that are fully enforceable.

Attachment(s): Notice of Public Hearing
Affidavit of Mailing



NOTICE OF PUBLIC HEARING

ADOPTION OF AMENDMENTS TO THE CITY OF VERNON'S CODE AND ZONING ORDINANCE

NOTICE IS HEREBY GIVEN that the City of Vernon City Council will hold a Public Hearing at 9:00 A.M. on Tuesday, December 15, 2015, at City Hall in the City Council Chambers, 4305 Santa Fe Avenue, Vernon, California. The purpose of the hearing is to consider the following amendments:

- 1) Article VI of Chapter 5 of the Vernon Municipal Code be amended by deleting Section 5.81.2(7) and the phrase "[m]assage parlors" from the table under Section 5.92(t),
- 2) Current Article VII of Chapter 5 of the Vernon Municipal Code be renumbered to Article VIII without any other further modifications,
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- 5) Amending Article II of Chapter 26 (Zoning) of the Vernon Municipal Code by removing the definition of "Massage Parlors",
- 6) Current Articles VIII, IX and X of Chapter 26 (Zoning) be renumbered to Articles IX, X and XI and renumber sections accordingly and
- 7) Article VIII, Zoning Regulations for Massage Businesses, be added to Chapter 26.

NOTICE IS HEREBY FURTHER GIVEN that a copy of the proposed ordinance will be available for public review during normal business hours in the Vernon Public Works, Water & Development Services Department, located at 4305 Santa Fe Avenue, Vernon, CA 90058, from

ALL INTERESTED AND/OR AFFECTED PARTIES are invited to submit written comments in favor of, or in opposition to, this matter prior to the time of the hearing, or be heard in support of, or opposition to, the proposed project at the time of the hearing.

If you challenge the adoption of the ordinance amending the Comprehensive Zoning Ordinance, you may be limited to raising only those issues you or someone else raised at the hearing described in this notice or in written correspondence delivered to the City of Vernon at, or prior to, the meeting.

For questions regarding this public hearing item please contact Kevin Wilson, Director of Public Works, Water & Development Services at (323) 583-8811, or kwilson@ci.vernon.ca.us.

The hearing may be continued or adjourned or cancelled and rescheduled to a stated time and place without further notice of a public hearing.

Date: 12/1/2015



Maria Ayala, City Clerk

AFFIDAVIT OF MAILING

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF VERNON)

I, Sergio Canales Assistant Planner of the City of Vernon, do hereby certify that on Monday, December 1, 2015, mailed a copy of *Notice of Public Hearing* to be held on December 15, 2015, regarding an Adoption of Amendments of the City of Vernon's Code and Zoning Ordinance, to the interested parties and agencies on the attached list, by United States Mail with postage.

Date: 12/1/15

Sergio Canales
Sergio Canales, Assistant Planner

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 the document.

State of California)
) ss
County of Los Angeles)

On December 1, 2015 before me, Marisol Trujillo, notary public, personally appeared Sergio Canales who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Marisol Trujillo*
Signature of Notary Public



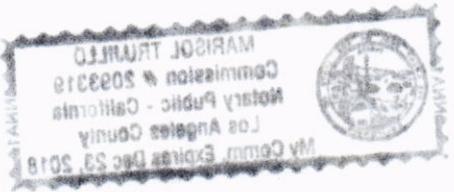
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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

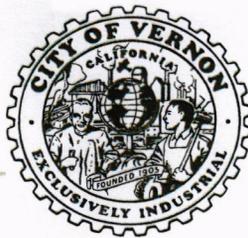
I, the undersigned, a Notary Public in and for the State of California, do hereby certify that the within and foregoing is a true and correct copy of the original of the within and foregoing as the same appears in my records and files.

Witness my hand and the seal of my office at Los Angeles, California, this _____ day of _____, 2018.

Notary Public in and for the State of California



Notary Public in and for the State of California



NOTICE OF PUBLIC HEARING

ADOPTION OF AMENDMENTS TO THE CITY OF VERNON'S CODE AND ZONING ORDINANCE

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- 1) Article VI of Chapter 5 of the Vernon Municipal Code be amended by deleting Section 5.81.2(7) and the phrase "[m]assage parlors" from the table under Section 5.92(t),
- 2) Current Article VII of Chapter 5 of the Vernon Municipal Code be renumbered to Article VIII without any other further modifications,
- 3) A new Article VII, Business Permit Regulations for Massage Businesses, be added to Chapter 5 of the City Code,
- 4) Amending Article II of Chapter 13 of the Vernon Municipal Code by adding Massage Businesses to the list of those Businesses required to obtain a Health Permit prior to operation,
- 5) Amending Article II of Chapter 26 (Zoning) of the Vernon Municipal Code by removing the definition of "Massage Parlors",
- 6) Current Articles VIII, IX and X of Chapter 26 (Zoning) be renumbered to Articles IX, X and XI and renumber sections accordingly and
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For questions regarding this public hearing item please contact Kevin Wilson, Director of Public Works, Water & Development Services at (323) 583-8811, or kwilson@ci.vernon.ca.us.

The hearing may be continued or adjourned or cancelled and rescheduled to a stated time and place without further notice of a public hearing.

Date: 12/1/2015



Maria Ayala, City Clerk

City of Huntington Park
Planning Department
6550 Miles Avenue
Huntington Park, CA 90255

Lucille Roybal-Allard
Congresswoman
500 Citadel Drive, Ste 320
Commerce, CA 90040

John Kinas
United States Aluminum
3663 Bandini Boulevard
Vernon, CA 90023

L.A. County Board of Supervisors
Director of Planning
James Hertl – Room 1390
320 W. Temple Street
Los Angeles, CA 90012

Gloria Molina
Board of Supervisors
500 W. Temple St., Ste 856
Los Angeles, CA 90012

Ms. Gutierrez
924 S. Mott Street
Los Angeles, CA 90023

South Coast Air Quality Mgmt
District (AQMD)
21865 E. Copley Drive
Diamond Bar, CA 91765

City of Long Beach
Office of the City Manager
333 W. Ocean Blvd., 13th floor
Long Beach, CA 90802

James H. Hillands
Heger Realty Corp.
5657 E. Washington Blvd.
Los Angeles, CA 90040

Brian Scanlon
L.A. County Public Works
Mapping & Property Mgmt.
900 S. Fremont Avenue, 10th Floor
Alhambra, CA 91803

E.J. Contreras
Owens-Brockway
2901 Fruitland Avenue
Vernon, CA 90058

Joseph R. Garruba
California Portland Cement Co.
2025 E. Financial Way
Glendora, CA 91740

City of Commerce
Planning Department
2535 Commerce Way
Commerce, CA 90040

California Water Service Comp.
3316 West Beverly Boulevard
Montebello, CA 90640

J.J. Little
J.J. Little Company, Inc.
9945 Malgar Drive
Whittier, CA 90603

City of Bell
Planning Department
6330 Pine Street
Bell, CA 90201

Marisa Olguin
Chamber of Commerce
3801 Santa Fe Avenue
Vernon, CA 90058

L.R. Luppen
Metal Products Engineering
3050 Leonis Boulevard
Vernon, CA 90058

City of Cudahy
Planning Department
5220 Santa Ana Street
Cudahy, CA 90201

Maywood Mutual Water Co. 3
6151 Heliotrope Avenue
Maywood, CA 90270

Ellen Orlando
Karen Lehrer
2300 E. 11th Street
Los Angeles, CA 90021

L.A. County Sanitation District
P.O. Box 4998
Whittier, CA 90607

L.A. County Flood Control District
900 S. Fremont Avenue
8th Floor
Alhambra, CA 91803

Dave Karrker
California Water Service
5243 E. Sheila Street
Commerce, CA 90022

City of Maywood
Planning Department
4319 Slauson Avenue
Maywood, CA 90270

L.A. Unified School District
Office of Environmental Health & Safety
333 South Beaudry Ave., 20th Floor
Los Angeles, CA 90017
Attention: Glenn Striegler

So. Cal Edison
1924 Cashdan Street
Compton, CA 90220
Attn: Mike Frazier

City of Los Angeles
Planning Department
200 North Spring St.
Los Angeles, CA 90012

Suk Chon
County of Los Angeles
Department of Public Works
Land Development Division
P.O. Box 1460
Alhambra, CA 91802-1460

Reynan L. Ledesma
Department of Water & Power L.A.
111 N. Hope Street
Los Angeles, CA 90012

The Gas Company (So. Cal Gas Co.)
P.O. Box 3150
San Dimas, CA 91773

L.A. Junction Railroad
4433 Exchange Avenue
Vernon, CA 90058

Burlington Northern Santa Fe Railroad
3770 E. Washington Blvd.
Los Angeles, CA 90023

ORDINANCE NO. 1234

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON (I) AMENDING ARTICLE VI OF CHAPTER 5 OF THE VERNON MUNICIPAL CODE BY REMOVING MASSAGE BUSINESSES FROM THE DEFINITION OF ADULT AND SEXUALLY ORIENTED BUSINESSES; (II) RENUMBERING CURRENT ARTICLE VII (UTILITY USERS' TAX) OF CHAPTER 5 OF THE VERNON MUNICIPAL CODE TO ARTICLE VIII, AND ADDING NEW ARTICLE VII OF CHAPTER 5 OF THE VERNON MUNICIPAL CODE RELATING TO THE BUSINESS PERMIT REGULATION OF MASSAGE BUSINESSES; (III) AMENDING ARTICLE II OF CHAPTER 13 OF THE VERNON MUNICIPAL CODE BY ADDING MASSAGE BUSINESSES TO THE LIST OF THOSE BUSINESSES REQUIRED TO OBTAIN HEALTH PERMITS PRIOR TO OPERATION; (IV) AMENDING ARTICLE II OF CHAPTER 26 (ZONING) OF THE VERNON MUNICIPAL CODE BY REMOVING THE DEFINITION OF "MASSAGE PARLORS"; AND (V) RENUMBERING CURRENT ARTICLES VIII, IX AND X OF CHAPTER 26 (ZONING) TO ARTICLES IX, X AND XI OF THE VERNON MUNICIPAL CODE AND RENUMBERING SECTIONS ACCORDINGLY, AND ADDING NEW ARTICLE VIII TO CHAPTER 26 (ZONING) OF THE VERNON MUNICIPAL CODE; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, the City of Vernon (the "City") is a municipal corporation and a chartered city of the State of California organized and existing under its Charter and the Constitution of the State of California; and

WHEREAS, California Constitution Article 11, Section 7 authorizes the City to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City is further authorized by California Government Code Section 51030 *et seq.* to regulate massage businesses by conditioning the issuance of licenses on satisfaction of certain criteria, including building sanitation and operation standards for

such massage establishments and registration with the City's Police Department; and

WHEREAS, in May 2003, the City adopted Ordinance No. 1094, which called for regulation of, among other businesses, massage businesses in accordance with applicable federal and state law as an adult or sexually oriented business under Article VI of Chapter 5 and Article VII of Chapter 26 of the Vernon Municipal Code.

WHEREAS, in September 2014, the California Legislature enacted AB 1147, which became effective on January 1, 2015, to return broad land use control to local government over the regulation of massage businesses within their jurisdiction, while vesting the exclusive control over the practice of providing massage services and the certification of massage therapists with the California Massage Therapy Council, a state-organized non-profit organization created to regulate the massage industry ("CAMTC"); and

WHEREAS, AB 1147 prohibits municipalities from regulating massage businesses as adult or sexually oriented businesses. See Govt C. § 51034(c)(2).

WHEREAS, the City has determined that an ordinance is necessary to amend various sections of the Vernon Municipal Code to bring the Code into compliance with AB 1147, to properly regulate massage businesses and to better protect against injury or other harm to persons; and

WHEREAS, a duly-noticed public hearing has been held to consider the proposed ordinance changes and public testimony has been received and considered; and

WHEREAS, Chapter 4.1(f) and (h) of the Charter of the City of Vernon provides that an ordinance shall amend a code or repeal any

ordinance or code previously adopted.

THE CITY COUNCIL OF THE CITY OF VERNON HEREBY ORDAINS:

SECTION 1: The City Council of the City of Vernon hereby finds and determines that all of the foregoing recitals are true and correct.

SECTION 2: AMENDMENT OF CODE. The City Council of the City of Vernon hereby amends Article VI of Chapter 5 of the Vernon Municipal Code by deleting Section 5.81.2(7) and the phrase "[m]assage parlors" from the table under Section 5.92(t). Also, after Section 5.104, the Vernon Municipal Code shall read "Secs. 5.105 and 5.106. Reserved."

SECTION 3: AMENDMENT OF CODE. The City Council of the City of Vernon hereby amends the Vernon Municipal Code by renumbering current Article VII (Utility Users' Tax) of Chapter 5 to Article VIII (and leaving all section numbers intact) and adding new Article VII, Business Permit Regulations for Massage Businesses, to Chapter 5, Business License Taxes and Other City Taxes, to the Vernon Municipal Code as follows:

ARTICLE VII

BUSINESS PERMIT REGULATIONS FOR MASSAGE BUSINESSES

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Section 5.107.11. Department Coordination with CAMTC.

Section 5.107.12. Property Owner Responsibility.

Section 5.107.00. Purpose - Authority.

It is the purpose and intent of this Article to provide for the orderly regulation of massage businesses within the City, in the interest of the public health, safety and welfare. The City wishes both to recognize the practice of massage as a valid professional field and to discourage prostitution and other unlawful activity which otherwise may become associated with massage businesses.

This Article relies upon the state certification process of the CAMTC under the Massage Therapy Act (California Business and Professions Code sections 4600 through 4620). In addition, this Article provides certain minimum standards for the operation of massage businesses, their managing employees, and massage therapists.

This Article is adopted under the authority of Government Code sections 51030 through 51034, Government Code section 37101, Business and Professions Code section 16000, and California Constitution Article XI, Section 7.

Section 5.107.01. Definitions.

For purposes of this Article, the following definitions apply:

(a) "California Massage Therapy Council" or "CAMTC" means the California Massage Therapy Council established under Business and Professions Code section 4500.5(a).

(b) "Certified massage therapist" or "therapist" means a person who is currently certified as a massage therapist by the CAMTC, and who administers massage for compensation. A certified massage therapist who is an independent contractor is one who works at a massage establishment or has an outcall massage service, is not a salaried employee, and does not share a percentage of therapy proceeds with the establishment. (Included within this definition through December 31, 2016 is a "certified massage practitioner," a person who is currently certified as a massage practitioner by the CAMTC.)

(c) "Chief" means the City's Chief of Police or his/her designee.

(d) "Director" means the Director of Health & Environmental Control or the Director of Public Works, Water & Development Services or each Director's respective designee. The Director's designees may include the City's Code Enforcement officers.

(e) "Massage" means the application of various techniques to the muscular structure and soft tissues of the human body for remedial, hygienic, relaxation or any other reason or purpose. Massage techniques may include, but are not limited to, stroking, kneading, tapping, compression, vibration, rocking, friction, pressure and similar techniques, with the hands or with the aid of any apparatus or appliance, with or without supplementary aids such as rubbing alcohol, liniment, antiseptic, oil, powders, creams, ointment or other similar preparations commonly used in the practice. Examples of massage include deep tissue massage, Swedish massage, Thai massage, sports

massage, shiatsu, polarity therapy, rolfing, reiki, hellerwork and reflexology.

(f) "Massage business" or "business" means a massage establishment or outcall massage service.

(g) "Massage establishment" or "establishment" means a fixed location where (only) state-certified therapists practice massage for compensation.

(h) "Outcall massage service" or "service" means a business that provides massage by certified massage therapists at a location that is mutually agreed upon by the client and the therapist and that is not a massage establishment.

(i) "Operator" means all persons who have an ownership interest in the massage business and are responsible for its day-to-day operations.

(j) "Owner" means any of the following persons:

- (1) The sole proprietor of a sole proprietorship operating a massage business.
- (2) Any general partner of a general or limited partnership that owns a massage business.
- (3) Any person who has a 10% or greater ownership interest in a corporation that owns a massage business.
- (4) Any person who is a member of a limited liability company that owns a massage business.
- (5) All owners of any other type of business association that owns a massage business.

(k) "Person" means any individual, or corporation, partnership, association or other group or combination of same acting as an entity.

(1) "Specified anatomical areas" means pubic region, human genitals, perineum, anal region and the area of the female breast that includes the areola and the nipple.

Section 5.107.02. Exemptions.

(a) This Article shall not apply to the following classes of persons while engaged in the performance of the duties of their respective professions:

- (1) Physicians, surgeons, chiropractors, osteopaths, podiatrists, physical therapists, nurses, or any other person licensed to practice any healing art under the provisions of Division 2 (commencing with Section 500) of the Business and Professions Code when engaging in such practice within the scope of his or her license;
- (2) Trainers of any amateur, semi-professional, or professional athlete or athletic team, so long as such persons do not practice massage therapy as their primary occupation at any location where they provide such services in the City;
- (3) Barbers, hair stylists, manicurists, estheticians and cosmetologists who are duly licensed under the laws of the state of California, while engaging in practices within the scope of their licenses;
- (4) Individuals in the City temporarily for educational events or disaster relief;
- (5) Individuals administering massages or health treatments involving massage to persons participating in road races, track meets, triathlons, educational events, conferences or similar single-occurrence athletic,

recreational, or educational events so long as approved by the event sponsors and provided only at the site of the event;

- (6) Somatic practitioners who use no physical touch of any kind at any time in their practice; and
- (7) Enrolled students of a school of massage when they are performing massage within the City as part of a formal supervised internship or training program operated by the school, without compensation other than school credit.

(b) The following shall not be considered massage establishments under this Article:

- (1) Hospitals, nursing homes, sanitariums, physiotherapy establishments, offices of licensed medical professionals, other state-licensed physical or mental health facilities;
- (2) Barber shops, hair salons, nail salons, and similar beauty/grooming establishments, when the giving of massage is an incidental function of the business and constitutes 10% or less of the business' gross revenue;
- (3) Personal fitness training centers, gymnasiums, athletic facilities or health clubs, when the giving of massage is an incidental function of the business and constitutes 10% or less of the business' gross revenue.

Section 5.107.03. Requirements.

- (a) Massage business. No person may own or operate a massage business in the City unless:

- (1) Each employee or independent contractor administering massage for such business is a certified massage therapist;
 - (2) The owner or operator has obtained a health permit pursuant to Article II of Chapter 13 of the Vernon Municipal Code;
 - (3) The owner or operator has obtained a business license pursuant to Section 5.22 of the Vernon Municipal Code; and
 - (4) The owner or operator has obtained a business permit from the City and has a current registration on file at the Police Department, pursuant to Sections 5.107.04 [Permit Application] and 5.107.05 [Permit Issuance and Registration or Denial] below.
- (b) Massage therapist. No person may practice massage in the City who is not a certified massage therapist. A certified massage therapist seeking to work in the City must either be:
- (1) an employee or independent contractor at a City-permitted and registered massage establishment; or
 - (2) an employee or independent contractor of a registered outcall massage service.

Section 5.107.04. Permit Application.

- (a) Any person desiring a massage business permit (including a renewal of an existing permit) shall file a written application on the required form with the Police Department, accompanied by the appropriate filing fee established by resolution of the City Council.

- (b) The application shall be completed and signed by the owner or operator of the proposed massage business. The permit application does not authorize operation of a massage business unless and until such permit has been properly granted pursuant to this Article.
- (c) The application shall contain or be accompanied by the following information (as applicable):
- (1) name under which the massage business is to be conducted;
 - (2) street address, mailing address, website domain name, e-mail address and telephone number of the massage business;
 - (3) hours of operation of the massage business;
 - (4) name, home address, e-mail address and telephone number of each owner and operator. (If the applicant is a corporation, the name of the corporation shall be set forth as shown in its articles of incorporation or charter, together with the State and date of incorporation and the name, home address, and telephone number of each of the officers and directors of the corporation. If the applicant is a partnership, the name, home address, and telephone number of each of the partners. If the applicant is a limited partnership or limited liability company, it shall furnish a copy of its certificate of limited partnership or limited liability company as filed with the Secretary of State.);

- (5) acceptable proof that the operator is at least 18 years of age;
- (6) gender, height, weight, and color of hair and eyes of operator;
- (7) two (2) 2" x 2" (i.e., passport-size) front-facing portrait photographs of operator;
- (8) complete set of operator's fingerprints taken by the Police Department;
- (9) name, home address of each employee or independent contractor who will offer massage at (or through) the business;
- (10) copy of state certification issued by CAMTC of each therapist proposed to perform or administer massage for the business;
- (11) for massage establishments, full size site plan drawn to scale showing the building, parking and access, as well as floor plan showing the square footage of the building area or tenant space. The areas on the floor plan shall be drawn to scale and properly labeled with the accurate square footage (example: reception area, massage treatment rooms, bathroom, utility room, etc.). An operator of a massage establishment shall also comply with the City's building permit and zoning requirements as provided in Chapters 24 and 26, respectively, of the Vernon Municipal Code ("VMC"), as no massage establishment permit will be issued unless and until such requirements are satisfied and any

needed building permits have been issued and final approval obtained;

- (12) for massage establishments, the name and address of the owner and lessor of the real property upon or in which the massage business is to be conducted. Where the applicant is not the legal owner of the property, the application must be accompanied by a fully executed copy of the lease and a notarized acknowledgement by the owner of the property that a massage establishment will be located on his or her property;
- (13) complete massage permit history of the operator, whether such person has ever had any permit or license issued by any agency, board, city, county, territory or state; the date of issuance of such a permit or license, whether the permit or license was denied, revoked or suspended; and the reason therefor;
- (14) all criminal convictions, including pleas of nolo contendere, within the last ten years, including those dismissed or expunged pursuant to Penal Code § 1203.4, but excluding minor traffic violations, and the date and place of each such conviction and reason therefor;
- (15) such other identification and information as the Chief of Police may require in order to discover the truth of the matters herein specified and as required to be set forth in the application;
- (16) a statement in writing and dated by the applicant that he or she certifies under penalty of perjury that all

information contained in the application is true and correct; and

(17) statements in writing and dated by the operator(s) certifying under penalty of perjury that they:

- a) have received a copy of this Article;
- b) understand its contents; and
- c) understand the duties of an operator, as provided in this Article.

(d) The business shall notify the Police Department in writing within fifteen (15) days of any change in the information provided.

Section 5.107.05. Permit Issuance and Registration; or Denial, Suspension, Revocation.

(a) Upon receipt of a written application for a massage business permit, the Chief and the Director shall conduct an investigation to ascertain whether such permit should be issued. The Chief, after consultation with the Director, shall approve, conditionally approve or deny the application within sixty (60) days of submission of the application. The 60-day period may be extended by the Chief for up to 30 additional days, if necessary, to complete the investigation. The Chief shall issue such permit, unless he or she makes any of the following findings:

- (1) The operator, if an individual, or any of the officers or directors of the corporation, if the operator is a corporation; or a partner, if the operator is a partnership, or any person directly engaged or employed

in the massage business, has within eight years preceding the date of the application:

- (A) Been convicted of a violation of California Penal Code §§ 266b, 266i, 314, 315, 316, 318, 647(a) or (b) or any equivalent federal law or law of another state or any other provision of law pursuant to which a person is required to register under the provisions of Penal Code § 290 or when the prosecution accepted a plea of guilty or nolo contendere to a charge of a violation of any of the aforementioned laws or any lesser included or lesser related offense in satisfaction of, or as a substitute of, any of the previously listed crimes;
 - (B) Been convicted of a violation of Health and Safety Code § 11550 or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code §§ 11054, 11055, 11056, 11057 or 11058;
 - (C) Had a license or permit to operate a massage business or provide massage services denied, suspended or revoked for cause by a licensing authority, including the CAMTC, or by any city, county or state;
- (2) The applicant has made a knowingly false, misleading or fraudulent statement or omission of fact to the City in the permit application process;

- (3) The application does not contain all of the information required by § 5.107.04 [Permit Application];
 - (4) The massage business, as proposed by the applicant, does not comply with all applicable laws, including, but not limited to, health, zoning, fire and safety requirements and standards;
 - (5) The applicant has not satisfied the requirements of this Article in the time specified;
 - (6) The operator does not possess a valid business license issued pursuant to this Code.
- (b) If the application is denied, the City will issue a Notice of Denial, which shall state (i) the reasons for such denial, (ii) the effective date of the decision, (iii) the procedures (adopting VMC section 1.8-1(c)) to request a hearing and appeal the decision, and (iv) that the decision will be final if no appeal is filed within the time permitted.
- (c) If the application is denied for failure to comply with subsection (a)(2) above, the operator may not reapply for a period of six (6) months from the date the application was denied.
- (d) If the application is granted and permit is issued, the massage business will automatically be registered with the Police Department, and the Police Department shall issue the business a city registration certificate, valid for one (1) year. Massage businesses must renew their registration with the Police Department annually. There shall be no separate charge for this registration and renewal.

- (e) The registration is not transferable to another owner, operator, manager, service, or therapist; any such change requires re-registration.
- (f) The Chief may revoke a permit if he or she makes any of the findings for denial of a permit in subsection (a) above, if the operator or any person employed by the business has violated any provision of this Article, or upon a demonstrated inability to operate or manage the massage business in a law abiding manner. In such an event, the City will first issue a Notice of Intent to Revoke Permit, which will contain substantially the same information as set forth in subsection (b) above.
- (g) The Chief may suspend a permit for a period thirty (30) days for each violation of subsection (a) above. In such an event, the City will first issue a Notice of Intent to Suspend Permit, which will contain substantially the same information as set forth in subsection (b) above.

Section 5.107.06. Permit Duration and Renewal.

- (a) The duration of any massage business permit issued shall be one (1) year.
- (b) Applications to renew a permit shall be filed with the Chief before the expiration of the existing permit along with the filing fee established by the City Council. Renewal applications must be filed no later than sixty (60) days prior to the expiration of the permit to prevent a lapse of the permit.

- (c) Renewal applications shall require such information as may be required by the Chief to update the information contained in the original permit application.
- (d) The lapsing or suspension of any permits issued hereunder, whether by operation of law or by order or decision, or the voluntary surrender of a permit by an operator, shall not deprive the City of the ability to proceed with any investigation of or action or disciplinary proceeding against such permit or operator, or to render a decision suspending or revoking such a permit.
- (e) The Chief may, in his or her sole discretion, conduct a follow-up investigation similar to the initial investigation described in section 5.107.05(a) as a condition precedent to approving an application for permit renewal. The Chief will notify the applicant of the initiation of such an investigation within ten (10) business days of applicant's submission of its renewal application.
- (f) The Chief may refuse to renew a permit if he or she makes any of the findings for denial of a permit in section 5.107.05(a) above, if the operator or any person employed by the business has violated any provision of this Article, or upon a demonstrated inability to operate or manage the massage business in a law abiding manner. In such an event, the City will first issue a Notice of Intent to Refuse to Renew Permit, which will contain substantially the same information as set forth in section 5.107.05(b) above.

Section 5.107.07. Posting and Recordkeeping.

- (a) The operator of a massage establishment shall post in a conspicuous place within the massage establishment a copy of the Police Department-issued registration certificate and the CAMTC state certification of each massage therapist working at or through the establishment. Therapists performing outcall massage services shall carry with them to any location where massage is performed a copy of their Police Department-issued registration certificate and CAMTC state certification and present it to the client or the City upon request.
- (b) All massage businesses shall maintain a daily register of each client's name, the assigned room (or location of outcall massage service), the massage therapist who treated the client, a description of service(s) performed and the time of the appointment. The daily register shall be completed by the close of business every day and shall be retained for at least one year.
- (c) The register shall be considered confidential, not for public review, and may be inspected by the City only as part of a criminal investigation or to ensure and enforce compliance with this Article and any other applicable state or federal laws, subject to the administrative enforcement procedures set forth in Section 1.8-1 *et seq.* of this Code. Failure to make records available for City inspection, after precompliance review is determined in favor of the City, shall be a misdemeanor punishable pursuant to Section 1.8(a) of this Code.

Section 5.107.08. Facility Requirements.

The operator of a massage establishment shall maintain and operate the establishment in a safe and sanitary manner, and shall comply with all applicable land use, building, fire, safety, health, electrical, plumbing, mechanical, heating and ventilating, sanitation, and other laws applicable to the premises. In addition, the massage establishment shall meet the following requirements:

(a) A recognizable and legible sign, in compliance with all city and county ordinances, shall be posted at the main entrance identifying the premises as a massage establishment.

(b) A light level of no less than five (5)-foot candles at any point within the room shall be maintained in each room or enclosure where massage services are performed on patrons.

(c) A separate room or dressing locker facilities for each client. Dressing and undressing may occur in the same room as massage therapy if the client is alone in the room with the door(s) closed and opaque coverings are present on any windows while undressing or dressing. The massage therapist or other clients may not be present in the same room when the client is undressing;

(d) Any dressing, locker and toilet facilities that are provided shall meet these requirements:

(1) In steam rooms and rooms containing tubs or showers, a waterproof floor covering shall be provided which extends up the walls at least six inches and shall be coved at the floor-wall juncture with at least a 3/8 inch radius. Toilet rooms shall be of similar construction.

(2) Walls of toilet and bathing facilities shall be smooth, waterproof and kept in good repair.

(e) Cabinets shall be provided for the storage of clean linen. Approved containers shall be provided for the storage of all soiled linen.

(f) Minimum ventilation shall be provided in accordance with Article II of Chapter 24 of the Vernon Municipal Code. To allow for adequate ventilation in cubicles, rooms and areas provided for patron's use, which are not serviced directly by required window or mechanical systems of ventilation, partitions shall be constructed so that the height of partitions does not exceed seventy-five percent (75%) of the floor-to-ceiling height of the area in which they are located.

(g) All plumbing and electrical installations shall be installed under permit and inspected by the Department of Public Works, Water & Development Services and such installations shall be installed in accordance with the Uniform Building Code and the Uniform Plumbing Code.

(h) All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities for the establishment must be in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments, and toilet rooms, shall be thoroughly cleaned and disinfected each day the business is in operation. Bathtubs shall be thoroughly cleaned and disinfected after each use.

(i) Towels, linens, and sheets of all types and items for personal use of operators and patrons shall be clean and freshly laundered. Towels, linens, and sheets shall not be washed after each and every use. Reuse of such linen is prohibited unless the same has

been first laundered. Common use of towels or linens is prohibited. Heavy white paper may be substituted for sheets provided that such paper is used once for each person and then discarded into a sanitary receptacle.

(j) All lavatories or wash basins shall be provided with hot and cold running water, liquid (not bar) soap and single-service disposable towels in wall-mounted dispensers.

(k) Disinfecting agents and sterilizing equipment shall be provided for any instruments used in performing acts of massage.

(l) Pads used on massage tables shall be covered in a workmanlike manner with durable washable plastic or other acceptable waterproof material.

(m) No exterior entrance to the massage establishment which is regularly used by the public for ingress or egress to such establishment shall be locked during business hours, unless all clients and staff are behind closed doors and no staff are available to assure security for those clients and staff.

(n) A list of services available and the cost of such services shall be posted in an open and conspicuous public place on the premises. The services shall be described in readily understandable language. No owner or operator of the massage establishment, shall permit, and no massage therapist shall offer to perform any services other than those posted.

(o) With the exception of bathrooms, showers and dressing rooms, no owner or operator of any massage establishment shall permit any person in any area within the massage establishment which is used by the patrons or which can be viewed by patrons from such an area, unless the person's specified anatomical areas are fully covered.

(p) No massage establishment or part thereof where massage or massage services are being conducted shall be equipped with any electronic, mechanical or artificial device used, or capable of being used, for recording or videotaping, for monitoring the activities, conversation, or other sounds in the treatment room or room used by customers.

(q) A person shall not enter, be or remain in any part of a massage establishment or premises licensed as such while in the possession of, consuming or under the influence of any alcoholic beverage or controlled substance. No owner or operator shall permit any such person to enter or remain upon the premises of a massage establishment.

(r) No massage or massage services may be administered unless the customer's specified anatomical areas are clothed. If the customer is female, the breasts need not be clothed but must be covered by a towel when the customer is lying on her back.

(s) No owner or operator of a massage establishment shall during the course of any service or task associated with the operation of a massage business permit any person to massage or intentionally touch the specified anatomical areas of another person either under or over the clothing or towel.

(t) No owner or operator of a massage establishment shall permit any massage therapist to be on the premises of a massage establishment during its hours of operation while performing or available to perform any task or service associated with the operation of a massage business, unless the massage therapist is fully covered from a point no more than five (5) inches above the knees to the base of the neck, excluding the arms. The covering, which includes trousers, pants or

shorts, will be of a non-transparent material and will be maintained in a clean and sanitary condition.

(u) No owner or operator of a massage establishment shall permit any animals or pets on the premises, except for service animals as defined by the Americans with Disabilities Act.

(v) A current list of the individuals providing massage services in the massage establishment, and evidence of the organization-issued certificates or transitional massage technician licenses held by those individuals shall be maintained at the massage establishment at all times and shall be made immediately available to the Chief for inspection upon request.

(w) For a massage establishment in which the therapist is an employee, all massage services shall be paid for in the reception area, and all tips, if any, shall be paid in the reception area. For a massage establishment at which a therapist is an independent contractor or for outcall massage services, all massage services and all tips, if any, may be paid in the same room where the massage occurred. A massage establishment located in a home is exempt from this subsection.

Section 5.107.09. Inspections; Violations and Penalties; Notice and Appeals.

(a) The Chief may inspect the premises of a massage establishment at the time of registration, and may make periodic, reasonable inspections of the establishment during normal business hours to assure compliance with CAMTC requirements, this Article (including record-keeping as required by Section 5.107.07) and applicable fire, health and safety requirements. If any violations are found, the Chief may determine that a permit should be suspended, revoked or not

renewed, in which case, the Chief shall provide notice pursuant to Sections 5.107.05(f) or (g) or 5.107.06(f), as appropriate.

- (b) In addition to the administrative enforcement procedures and remedies available to the Chief under section 1.8 of the Vernon Municipal Code ("VMC"), prior to providing notice as described in subsection (a) above, the Chief may give the business ten (10) days to correct the violation(s), or, if the violation(s) presents an immediate danger to public health or safety, close the establishment until the violation(s) is corrected.
- (c) Any person aggrieved by a decision of the Chief with reference to the denial, suspension, revocation or refusal to renew a permit may appeal pursuant to VMC section 1.8-1(c).

Section 5.107.10. Hours of Operation.

No massage establishment and no massage therapist may provide massage service between the hours of 10:00 p.m. and 7:00 a.m. Clients and visitors shall be excluded from a massage establishment during those hours.

Section 5.107.11. Department Coordination with CAMTC.

The Chief shall designate a person in the Police Department or Code Enforcement Division to coordinate with CAMTC, including maintaining a list of certified therapists practicing in the City, maintaining a list of massage businesses operating in the City, receiving notices and information from CAMTC, and notifying CAMTC of any arrest or conviction of Penal Code section 647 or other act punishable as a sexually related crime.

Section 5.107.12. Property Owner Responsibility.

Any place where lewdness, assignation or prostitution occurs is a public nuisance which may be abated and permanently enjoined, and for which the City may recover damages from the property owner, as well as from the person conducting or maintaining the nuisance. (Penal Code §§ 11225 and 11226).

Section 5.108 and 5.109. Reserved.

SECTION 4: AMENDMENT OF CODE. The City Council of the City of Vernon hereby amends Article II of Chapter 13 of the Vernon Municipal Code by (i) adding "*Massage business* means a business as defined in Section 5.107.01" to Section 13.6; and (ii) renumbering Sections 13.7(k)-(aa) to Sections 13.7(l)-(bb) and adding new Section 13.7(k) "*Massage business*".

SECTION 5: AMENDMENT OF CODE. The City Council of the City of Vernon hereby amends Chapter 26 of the Vernon Municipal Code by removing "*Massage Parlor*" and its definition from Section 26.2.9.

SECTION 6: AMENDMENT OF CODE. The City Council of the City of Vernon hereby amends Chapter 26 of the Vernon Municipal Code by renumbering current Articles VIII, IX, and X to Articles IX, X and XI (and renumbering section numbers accordingly - e.g., Zoning Regulations for Off-Site Outdoor Advertising Structures shall be renumbered as new Article IX, and the section numbers shall be renumbered Sec. 26.9.1, 26.9.2 and 26.9.3), and adding new Article VIII, Zoning Regulations for Massage Businesses, to Chapter 26, Zoning, to the Vernon Municipal Code as follows:

ARTICLE VIII

ZONING REGULATIONS FOR MASSAGE BUSINESSES

Section 26.8.1. Purpose.

It is the intent of this Article to prevent the proliferation of massage businesses in the City and to otherwise regulate the number and location of such businesses, such that the public health and welfare are preserved and promoted.

Section 26.8.2. Definitions.

As used herein, the terms and phrases shall have the same meaning as defined in Chapter 5 Business License Taxes and Other City Taxes, Article VII, Business Permit Regulations for Massage Businesses, Section 5.107.01, "Definitions," et seq.; provided, however, that for purposes of zoning, massage businesses shall be deemed a "commercial or retail use." In addition, as used herein, the terms and phrases shall have the same meaning as defined in Chapter 5 Business License Taxes and Other City Taxes, Article VI Business Permit Regulations for Adult or Sexually Oriented Businesses or Similar Businesses, Section 5.81, "Definitions," et seq. of this Code.

Section 26.8.3. Location Requirements.

Section 26.8.3-1. Zone. Massage businesses shall be permitted in the C-2 Overlay Zone.

Section 26.8.3-2. Required Distance. No massage business shall be opened as a new business, converted from an existing business, established, located, expanded, or operated within certain distances of certain specified land uses as set forth below:

(a) No massage business shall be established on a Lot located within seven hundred fifty (750) feet of any other Lot containing another massage business or an Adult or Sexually Oriented Business, whether such other Lot is located inside or outside the City limits. The required minimum distance between any two massage businesses or between a massage business and an Adult or Sexually

Oriented Business shall be measured along the Street, whether public or private, from the nearest side or rear Lot lines of the Lots upon which such uses are located.

(b) No person shall cause or permit the establishment or maintenance of more than one massage business or a massage business and an Adult or Sexually Oriented Business on the same Property.

(c) No such business shall be established or located within seven hundred fifty (750) feet of any Residence, public park, recreational area, public building, Religious Use, school, boys' club, girls' club, or similar existing youth organization, Bar, pool hall, or liquor store, whether such other use is located inside or outside the City limits. The required minimum distance between a massage business and such other specified uses shall be measured along the Street, whether public or private, from the nearest side or rear Lot lines, of the Lots upon which such uses are located.

SECTION 7: CEQA FINDING. The City Council of the City of Vernon finds that this Ordinance is exempt from CEQA review under CEQA Guidelines section 15061(b)(3), the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Because the adoption of this ordinance does not authorize the establishment of any new massage businesses nor the construction of any new structures or other physical changes in the environment, it will not result in a direct or reasonably foreseeable indirect physical change in the environment. See CEQA Guidelines section 15060(c)(2).

SECTION 8: Any ordinance or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 9: Severability. If any chapter, article, section, subsection, subdivision, paragraph, sentence, clause, phrase, or word in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more chapters, articles, sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases or words be declared unconstitutional, or invalid, or ineffective.

SECTION 10: Book of Ordinances. The City Clerk, or Deputy City Clerk, shall attest and certify to the adoption of this Ordinance and shall cause this Ordinance and the City Clerk's, or Deputy City Clerk's, certification to be entered in the Book of Ordinances of the Council of this City. The City Clerk, or Deputy City Clerk, shall cause this ordinance to be published or posted as required by law.

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SECTION 11: Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

APPROVED AND ADOPTED this 5th day of January, 2016.

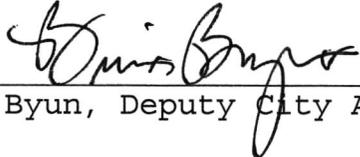
Name: _____

Title: Mayor / Mayor Pro-Tem

ATTEST:

City Clerk / Deputy City Clerk

APPROVED AS TO FORM:



Brian Byun, Deputy City Attorney

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, _____, City Clerk / Deputy City Clerk of the City of Vernon, do hereby certify that the foregoing Ordinance, being Ordinance No. 1234 was duly and regularly introduced at a regular meeting of the City Council of the City of Vernon, held in the City of Vernon on Tuesday, December 15, 2015, and thereafter adopted at a meeting of said City Council held on Tuesday, January 5, 2016, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

And thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this ___ day of _____, 2016, at Vernon, California.

City Clerk / Deputy City Clerk

(SEAL)